

**PLANS AND SPECIFICATIONS
FOR
CYPRESS AVENUE AT LINDENOAKS DRIVE
SIDEWALK IMPROVEMENT PROJECT**

TIM D. BORDEN

Deputy Director of Public Works
Registered Civil Engineer #45512
Expiration Date: December 31, 2008

Date: 6-5-07

PROJECT MANAGER: LAURA LEY

ADDRESS: CITY OF SAN JOSE
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION AND DEVELOPMENT SERVICES DIV.
200 East Santa Clara Street, 7th Floor
SAN JOSE, CA 95113

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NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

Sealed written proposals are invited by the CITY OF SAN JOSE for:

CYPRESS AVENUE AT LINDENOAKS DRIVE SIDEWALK IMPROVEMENT PROJECT

In accordance with and as described and provided in the Plans and Specifications thereof and the proposed form of contract thereof, all of which are on file in the office of the Director of Public Works and the City Clerk of the City, and which are made a part hereof.

PLANS AND SPECIFICATIONS

Plans and Specifications will be available at Department of Public Works, City of San Jose, City Hall, 7th Floor, 200 E. Santa Clara St., 7th Floor Tower, San Jose CA 95113 free of charge. Bidder's to contact Laura Ley at (408) 793-4133 to arrange for Plans and Specifications Pick-up.

Bidders will have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Plans, Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

FILING OF BIDS

All proposals must be filed with the **Department of Public Works, City of San Jose, City Hall, 200 E. Santa Clara St., 7th Floor Tower., San Jose, CA 95113, on or before 3:00 p.m. Tuesday, June 19, 2007** as set forth in the specifications. The Project Manager will publicly open and declare the aggregate bid of each bidder, at his office at 3:00 p.m.

DEPOSIT OF SECURITIES IN LIEU OF RETENTION

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

WAGES RATES

Attention is called to the fact that both Federal (Davis-Bacon) and State of California Prevailing Wage rate requirements apply to this project. Not less than the greater of the Federal Davis Bacon wage rates of the general prevailing rate of per diem wages and the Federal prevailing rates for holiday and overtime work must be paid on this project. Copies of the prevailing rate of per diem wages are on file with the City of San Jose's Office of the City Clerk or the Office of Equality Assurance and can be obtained by interested bidders from those offices. Davis-Bacon wage and State of California rates are included in the Specifications. All questions regarding prevailing wage should be directed to the Office of Equality Assurance at (408) 535-8430.

CONTRACTOR'S LICENSE REQUIREMENTS

All prospective bidders are hereby cautioned that the Contractor's State License Law regulates contractor licensing matters. The Contractor, in its bid proposal, shall be required to disclose its license type, number, and expiration date.

Bidders must have a California contractor's license, classification "A" to bid this project.

NONDISCRIMINATION/NONPREFERENTIAL TREATMENT

The Nondiscrimination/Nonpreferential Treatment requirements of Chapter 4.08 of the San Jose Municipal Code apply to this project.

BOND REQUIREMENTS

Bidder's Bond will be waved for this project. Bidder's attention is directed to those provisions of the Specifications which require the contractor to whom the contract for the work is awarded, to file with the City Clerk at the time the contract is executed, a Contractor's Payment Bond and a Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the City Attorney of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. The Contractor's Faithful Performance Bond shall be for 100% of the contract price. The Contractor's Payment Bond shall be for 100% of the contract price.

BID DOCUMENTS

PROPOSAL TO CITY OF SAN JOSE

FOR

CYPRESS AVENUE AT LINDENOAKS DRIVE SIDEWALK IMPROVEMENT PROJECT

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans and Specifications approved by the Director of Public Works on **June 5, 2007**, entitled **CYPRESS AVENUE AT LINDENOAKS DRIVE SIDEWALK IMPROVEMENT PROJECT** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

**Schedule of Quantities
for the
Cypress Avenue at Lindenoaks Drive Sidewalk Improvement Project**

Item	Spec. Section	Description	Unit	Quantity	Unit Price	Extension
1	5-2	Street Clean-up (\$400 Min. per day) (Revocable)	DAY	5		
2	15-3	Additional Potholing for Existing Utilities (Revocable)	EA	2		
3	15-5	Adjust Water Valve Castings to Grade (Revocable)	EA	1		
4	15-5	Adjust Water Meter Box to Grade (Revocable)	EA	2		
5	15-5	Adjust Gas Valve Casting to Grade (Revocable)	EA	1		
6	19-2	Roadway Excavation	CY	40		
7	21-1	Class A Subgrade Preparation	SF	875		
8	39-1	AC Full Depth	TON	53		
9	39-1	2" AC Surface	TON	15		
10	39-3	Conform Cut (2' wide, 0.17' deep)	LF	200		
11	73-2	PCC Curb & Gutter - Type A2 (Include Base)	LF	175		
12	73-2	PCC Sidewalk (Include Base)	SF	1,300		
13	73-3	Gravel or Dirt Conform (Revocable)	SF	300		
14	73-4	Modify Existing PCC Wheelchair Ramp with Detectable Warning Surface (Include Base) (Revocable)	EA	5		
15	73-5	PCC Driveway and Driveway Conforms (Include Base)	SF	300		
16	86-2.08F	Aerial Power Cables (Revocable Bid Item)	LF	50		
17	86-17	Street Light System	LS	1		
GRAND TOTAL						

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: CYPRESS AVENUE AT LINDENOAKS DRIVE SIDEWALK IMPROVEMENT PROJECT

_____, being first duly sworn, deposes and says that he/she is
(print name)
the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on _____

Legal Company Name

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: _____

Expiration Date: _____

State Contractor Lic. No.: _____

Classification: _____

Expiration Date: _____

Federal I. D. No.: _____

Address: _____

By: _____ Telephone: _____
Title: _____

NOTARY

On _____ before me, _____, personally appeared
(name and title of officer)

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal, subscribed and sworn to before me.

Signature _____ (Seal)
Notary Public

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

[illegible]

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

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STATEMENT OF BIDDER'S EXPERIENCE

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CONTRACT AMOUNT

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight texture and some minor discoloration or shadows, suggesting it's a physical document rather than a digital template. The edges of the paper are slightly irregular.

CONTRACT DOCUMENTS

CITY OF SAN JOSÉ CALIFORNIA

CONTRACT FOR: CYPRESS AVENUE AT LINDENOAKS DRIVE SIDEWALK IMPROVEMENT PROJECT

THIS CONTRACT, dated for convenience _____, is made and entered into between the CITY OF SAN JOSE, a municipal corporation of the State of California, by the properly constituted officers thereof (hereinafter referred to as "City"), and _____, (hereinafter referred to as "Contractor");

That Contractor has been awarded the contract for the work hereinafter mentioned: **CYPRESS AVENUE AT LINDENOAKS DRIVE SIDEWALK IMPROVEMENT PROJECT** on _____ pursuant to Chapter 14.04 of Title 14 of the San Jose Municipal Code.

NOW THEREFORE:

Article I. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the Faithful Performance Bond and the Contractor's Payment Bond required of Contractor by the Specifications hereinafter mentioned, the Contractor agrees with the City, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials and equipment necessary to construct and complete, in accordance with the Plans and Specifications hereinafter mentioned, in a good, workmanlike and substantial manner and to the satisfaction of the Director of Public Works, and to the satisfaction of the Federal Government, the State of California, the County of Santa Clara, the Santa Clara Valley Water District, or their respective agencies or representatives to the extent that such agencies are concerned by reason of their paying all or part of the costs or by reason of their having jurisdiction over all or part of the work, all the works and improvements described, mentioned and set forth in those Plans and Specifications on file in the office of City Clerk of said City, which said Plans and Specifications, approved by the Director of Public Works on **June 5, 2007**, are entitled **CYPRESS AVENUE AT LINDENOAKS DRIVE SIDEWALK IMPROVEMENT PROJECT** which said Plans and Specifications, and all the documents therein referred to are hereby specifically referred to and by such reference made a part of this contract.

Article II. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements; or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Director of Public Works, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to Plans and

**Schedule of Quantities
for the
Cypress Avenue at Lindenoaks Drive Sidewalk Improvement Project**

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6	19-2	Roadway Excavation	CY	40		
7	21-1	Class A Subgrade Preparation	SF	875		
8	39-1	AC Full Depth	TON	53		
9	39-1	2" AC Surface	TON	15		
10	39-3	Conform Cut (2' wide, 0.17' deep)	LF	200		
11	73-2	PCC Curb & Gutter - Type A2 (Include Base)	LF	175		
12	73-2	PCC Sidewalk (Include Base)	SF	1,300		
13	73-3	Gravel or Dirt Conform (Revocable)	SF	300		
14	73-4	Modify Existing PCC Wheelchair Ramp with Detectable Warning Surface (Include Base) (Revocable)	EA	5		
15	73-5	PCC Driveway and Driveway Conforms (Include Base)	SF	300		
16	86-2.08F	Aerial Power Cables (Revocable Bid Item)	LF	50		
17	86-17	Street Light System	LS	1		
					GRAND TOTAL	

Specifications, and the requirements of the Director of Public Works, and of any Federal, State or County agency concerned under them; and also for furnishing the required bonds and insurance, and for doing all other things mentioned, contemplated or embraced in the Contract, the Plans, the Specifications or other contract documents, to wit: **REFER TO SCHEDULE OF QUANTITIES ON PAGE 1A.**

Article III. It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this contract is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the City Clerk and the Department of Public Works, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the project.

Article IV. City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and equipment and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then, this contract shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article VI. Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by the City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at the contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

Article VII. Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

Article VIII. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first hereinabove written.

CITY OF SAN JOSE
A Municipal Corporation

CONTRACTOR
Affix Corporate Seal, if Applicable
Attach Acknowledgments of Principals

By: _____
LEE PRICE, City Clerk

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

By: _____

City Business Lic. No.: _____

Expiration Date: _____

State Contractor Lic. No.: _____

Classification: _____

Expiration Date: _____

Federal I.D. No.: _____

Address: _____

Telephone _____

Bond Number: _____

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, a _____, as Principal, and _____ incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto the CITY OF SAN JOSE, a municipal corporation of the State of California, in the sum of _____ and _____/100 DOLLARS (\$____), for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:
WHEREAS, the above bounden Principal is about to enter into a certain contract with the City of San Jose for the following:

CYPRESS AVENUE AT LINDENOAKS DRIVE SIDEWALK IMPROVEMENT PROJECT

the award of which said contract was made to said Principal by the City of San Jose on _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____
day of _____, 20__.

PRINCIPAL

SURETY

Legal Company Name

By: _____

By: _____

Title: _____

Title: _____

By: _____

Title: _____

Address _____

Telephone _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Approved by the City Attorney of the City of San Jose on the _____ day of
_____, 20__.

By: _____
Deputy

Bond Number: _____

CONTRACTOR'S PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF SAN JOSE, a municipal corporation of the State of California, (hereinafter designated as "Public Entity"), is about to enter into a certain contract with _____, a _____, as Principal, namely, "Contract for: **CYPRESS AVENUE AT LINDENOAKS DRIVE SIDEWALK IMPROVEMENT PROJECT**", for the work hereinafter briefly described, to wit: Specifications for **CYPRESS AVENUE AT LINDENOAKS DRIVE SIDEWALK IMPROVEMENT PROJECT** and more fully described in and required by said contract, the award of which said Contract was made to said Principal by the City of San Jose on _____.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract.

NOW, THEREFORE, we, the Principal and _____ incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ and _____/100 DOLLARS (\$_____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to any work or labor performed or materials supplied by any such claimant, which said work, labor or materials are covered by the said contract and any amendments, changes, change orders, additions, alterations, or modifications thereof, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and their Subcontractors, pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of their claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the Public Entity and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with requirements of the City of San Jose, and to comply with the provisions of Title 15, Chapters 5 and 7 of Part 4, Division 3 of the Civil Code of the State of California.

SIGNED AND SEALED this _____ day of _____, 20 ____.

PRINCIPAL

SURETY

Legal Company Name

By _____

By _____

Title: _____

Title: _____

By _____

Title: _____

Address _____

Telephone _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Approved by the City Attorney of the City of San Jose on the _____ day of

_____ 20 ____.

By: _____

Deputy

SPECIAL PROVISIONS

OF SAN JOSÉ
San Jose, California

DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

FOR

CYPRESS AVENUE AT LINDENOAKS DRIVE SIDEWALK IMPROVEMENT PROJECT

SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the City of San Jose Standard Specifications (July 1992) and the City of San Jose Standard Details (July 1992) insofar as the same may apply and in accordance with the following special provisions.

AMENDMENTS TO THE JULY 1992 STANDARD SPECIFICATIONS

Section 1 of the Standard Specifications (page 1-6) shall have the following paragraph added:

1-1.278 Partnering. - The development of team-based relationships between the Contractor and City in which: (1) trust and open communications are encouraged and expected from participants, (2) parties address and resolve issues and problems promptly and at the lowest possible level, (3) parties seek to develop solutions that are agreeable and meet the needs of everyone involved, (4) all parties have identified common goals for the partnerships and at the same time are aware of and respect each other's goals and values, and (5) parties seek input from each other in an effort to find better solutions for the problems and issues at hand, thus creating synergy in the relationship that fosters cooperation and improves the productivity of the partnership. The term is not intended to have any legal significance or to be construed as denoting a legal relationship of agency, partnership, or joint venture between the City and Contractor.

Section 2-1.095 of the Standard Specifications (pages 2-4 and 2-5) shall be revised to read as follows:

2-1.095 Relief of Bidders. - After the time set for the opening of bids, no bidder shall be relieved of a bid, unless the City consents, and there shall be no change made in any bid because of a mistake. However, if such relief is not granted and the bid guarantee declared forfeit, the bidder may bring an action against the City in a court of competent jurisdiction in Santa Clara County for the recovery of the amount forfeited, without interest or costs.

The complaint shall be filed, and summons served on the Director of Public Works of the City of San Jose, within 90 days after the opening of the bid; otherwise, the action shall be dismissed.

To be relieved of its bid without forfeiture of its bid security, the bidder shall establish to the satisfaction of the City, determined in its sole and absolute discretion, that:

- (1) A mistake was made.
- (2) The Contractor gave the City written notice within five working days after the opening of the bids of the mistake, specifying in detail in the notice how the mistake occurred.
- (3) The mistake made the bid materially different than the Contractor intended it to be.
- (4) The mistake was made in filling out the bid and not due to an error in judgment or to carelessness by the Contractor in inspecting the site of the work, or in reading the plans or specifications.

Other than the above described notice to the City, no claim is required to be filed by the bidder before bringing a legal action against the City under this Section to recover a forfeited bid guarantee.

A bidder who claims a mistake and is relieved of its bid or who forfeits its bid guarantee shall be prohibited from participating in further bidding on the contract for the public work on which the mistake was claimed or security forfeited.

Section 2-1.10 of the Standard Specifications shall be revised to read as follows:

2-1.10 Disqualification of Bidders. – The City may disqualify a bidder and reject the bidder's bid for any one or more of the following causes:

1. The bidder is barred from bidding on City projects under the provisions of Chapter 4.10 of the San Jose Municipal Code.
2. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names is received; all such proposals will not be considered.
3. Evidence of collusion among bidders.
4. Lack of competency as revealed by any financial statement, as may be required by the special provisions, or by experience or plant and equipment statements submitted.
5. Lack of responsibility as shown by past work on any Public Works project for the City or any other public entity judged from the standpoint of workmanship and/or progress.
6. Incomplete work on any Public Works project for the City or any other public entity which, in the judgment of the City,

- might hinder or prevent the bidder from promptly completing additional work if awarded.
7. Being in arrears on any existing Public Works contract for the City or any other public entity, in litigation with the City, or having defaulted on a previous contract with any public entity.
 8. Failure of the bidder to have a valid Contractor's license in the class specified in the Notice to Contractors at the time of bid opening, except as provided for projects where federal funds are involved as specified in Section 7-1.01.
 9. Failure of the bidder to provide prices for all items in the proposal, including alternatives, or submitting an incomplete or otherwise non-responsive proposal.
 10. The bidder has engaged in any activity constituting grounds for debarment under the provisions of Section 4.10.355 of the San Jose Municipal Code.
 11. Any other ground which the Engineer determines would significantly impair the ability of the bidder to perform the proposed work. In making this determination, the Engineer may consider, without limitation, items such as any previous or current prevailing wage violations by the bidder, the number of stop notices on previous public works projects performed by the bidder, and the existence of past or current agreements with other public entities to not bid on public works projects.

Issue Date: April 4, 2006

Section 3-1.01 Award of Contract of the Standard Specifications (page 3-1) shall be revised as follows:

3-1.01 Award of Contract - The City will compare all proposals on the basis of the Engineer's Estimate of the quantities of work to be done.

The City, in its sole discretion, reserves the right to reject any or all proposals. If the City awards the contract, the award will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. If two (2) or more bids are the same and the lowest, the City may accept either bid it chooses in its sole discretion.

Depending upon the circumstances, the rejection of any or all proposals, or the award of a proposal, may be done by either the City Council or the Director of Public Works.

3-1.01A Timing of Award - If the City awards the contract, it will award the contract no earlier than five (5) working days after the opening of the proposals and no later than ninety (90) calendar days after the opening of the proposals.

If the lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsive and responsible bidder. Such award, if made, will be made within 105 calendar days after the opening of the proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsive and responsible bidder. Such award, if made, will be made within 120 calendar days after the opening of the proposals. The Department of Public Works may proceed in like manner until the Director either finds a responsible and responsive bidder willing to be awarded the contract or determines that it is not in the best interest of the City to proceed further.

The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Director and the bidder concerned.

3-1.01B Notice of Intended Award - If the City intends to award a contract, the City will provide each bidder by hand delivery, fax or e-mail with a written notice indicating to which bidder it intends to award the contract. The City also will post this notice on the Public Works Bid Hotline, along with results of the bid.

3-1.01C Protest of Bid Award - A bidder may protest the City's proposed award of a contract. A protesting bidder shall submit its protest in writing. The protest shall provide a full and complete statement specifying in detail the ground(s) of the protest and the facts supporting the protest.

A protesting bidder shall deliver its written protest to the project manager at the address shown on the front cover of the bid specifications on or before 5 p.m. of the fifth working day following the day upon which the City issued the notice described in Section 3-1.01B.

The procedure and time limits set forth in this section 3-1.01C are mandatory and the bidders' sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Section 4-1.03E of the Standard Specifications (page 4-5) shall be revised to read as follows:

4-1.03E Revocable Contract Items. - Items noted as "Revocable" in the Proposal may be deleted entirely or in part or added to at the sole discretion of the City. The provisions of Section 4-1.03B, "Increased or Decreased Quantities", shall not apply to entire or partial deletion of or addition to Revocable items.

Section 5 of the Standard Specifications (page 5-12) shall have the following paragraphs added:

5-1.17 Partnering. - The City and Contractor will use good faith efforts to promote the formation of a successful Partnering relationship in order to effectively complete the Contract to the benefit of both parties. The purpose of this relationship is to establish and maintain cooperative communication and to mutually resolve conflicts at the lowest responsible management level. The establishment of a Partnering relationship will not change or modify the terms and conditions of the Contract and will not relieve either party of the legal requirements of the Contract.

The City and Contractor will engage in either Formal Partnering or Informal Partnering, depending upon the size of the project.

5-1.17A Formal Partnering. - In Formal Partnering the City and the Contractor implement the Partnering relationship through at least one pre-construction partnering workshop conducted by an independent facilitator. The purpose of the initial pre-construction workshop is to mutually develop a strategy for forming a successful partnering relationship. The City and Contractor may participate in additional facilitated workshops during the life of the project as they mutually agree is necessary and appropriate.

For all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$10 million or more, the City and Contractor shall participate in Formal Partnering.

For all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million dollars, the Contractor may elect to require the parties to participate in Formal Partnering. The Contractor shall elect Formal Partnering by submitting a request in writing to the Engineer after approval of the Contract.

The scheduling of a partnering workshop, selection of the partnering facilitator and workshop site, and other administrative details shall be as agreed to by both parties. The parties shall use good faith efforts to schedule the initial, pre-construction partnering workshop and to select the facilitator for the workshop as soon as reasonably possible following award of the Contract where Formal Partnering is mandatory or as soon as reasonably possible following a Contractor's election to require Formal Partnering for all other projects.

The costs of Formal Partnering involved in providing the pre-construction partnering workshop, any subsequent, additional partnering workshops, and the facilitator for the partnering workshops shall be borne equally by the City and Contractor. These costs may be provided elsewhere in this Contract either as an allowance item or a specific bid item. If not, then the Engineer may issue a change order in the amount of one-half of the estimated cost of the facilitator and the partnering workshops.

The division of cost for the facilitator and partnering workshops will be made by determining the cost in conformance with the provisions in Section 9-1.03B, "Work Performed By Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that costs, except no markups

will be allowed.

All other costs associated with Formal Partnering will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

5-1.17B Informal Partnering. In Informal Partnering the City and the Contractor will implement the Partnering relationship through partnering discussions that are not conducted by an independent facilitator. The City and Contractor may participate in additional unfacilitated partnering meetings during the life of the project as they mutually agree is necessary and appropriate.

The City and Contractor will engage in informal partnering as follows: (1) on all projects in which the Engineer's estimate for the entire project prior to advertising for bids is below \$1 million, and (2) on all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million and the Contractor has not elected Formal Partnering.

Section 7-1.01A (4) of the Standard Specifications (page 7-5) shall be revised to read as follows:

7-1.01A (4) Labor Nondiscrimination. - Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

Section 7-1.04 Permits and Licenses of the Standard Specifications (page 7-14) shall have the following paragraph added:

"The Contractor shall defend, indemnify, and hold harmless the City, its employees, and its agents from all legal claims, losses, actions in law or equity civil and/or criminal, arising from any and all acts, omissions, or negligence of the Contractor in violation of any permit or license issued."

Section 7-1.22 Provisions of Law and Venue of the Standard Specifications (page 7-30) shall have the following paragraph added:

"All depositions, document production, mediations, arbitrations, and any other meetings will take place in the City of San Jose."

Section 8-1.06B of the Standard Specifications (page 8-4) shall be added as follows:

8-1.06B Annual Holiday Closure. - At the option of the Engineer, the contractor may be required to suspend all work and activities during the City's annual Holiday Closure in late December and early January of each year. No work shall be done during this suspension except such work as is necessary for the proper care and protection of work already performed, or except in case of an emergency, and in any case, only with the prior written permission of the Engineer.

This suspension of work will be at no cost to the City. Working days will not be assessed during this suspension of work.

Section 9-1.07C of the Standard Specifications (page 9-18) shall be added as follows:

9-1.07C Claims Certification. - All claims submitted by the contractor shall include the following personal certification:

"I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND/OR OTHER SEVERE LEGAL CONSEQUENCES."

By: _____
Title _____

Section 10 of the Standard Specifications (page 10-1) shall have the following paragraphs added:

10-2 STORM WATER POLLUTION PREVENTION

Section 10-2 Storm Water Pollution Prevention. - Storm Water Pollution Prevention will be applicable to any construction activity that involves **one acre or more of Total Area to be Disturbed**. For projects involving linear construction (such as installation of sewer pipeline and conduits), the following formula may be used to calculate the total area to be disturbed including the trenching activity:

$$\text{Total Area to be Disturbed} = [(A + B) \times C] + D + E$$

A = Width of disturbance (including trench width)

B = Immediate access width

C = Length of pipe diameter

D = Areas of project-related activity (such as equipment and material storage) occur

E = Number of bore holes x (Bore hole diameter + 'B')

10-2.01 Plan Preparation and Compliance. – The Contractor shall conform to Section 7-1.01 G, “Water Pollution,” of the City of San Jose Standard Specifications and these Special Provisions.

Within thirty (30) calendar days after execution of the contract, the Contractor shall submit a Storm Water Pollution Prevention Plan (SWPPP) and a draft of the Notice of Intent (NOI) to be filed by the City with the California State Water Resources Control Board (SWRCB). The annual permit fee(s) shall be paid by the City.

The SWPPP shall conform to Provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the details, operating procedures, and maintenance guidelines of the California Regional Water Quality Control Board San Francisco Bay Region's "Guidelines for Construction Projects" (Guidelines), the California Regional Water Control Board San Francisco Bay Region's "Erosion and Sediment Control Field Manual" (Manual), the project plans and these Special Provisions. Upon the Engineer's review and acceptance of the SWPPP, the SWPPP shall be deemed to fulfill the requirements set forth in Section 7-1.01G of the Standard Specifications for development and submittal of a Water Pollution Control Program.

The Notice to Proceed may be withheld until the Engineer has reviewed and accepted the SWPPP, the State Notice of Intent has been filed, and a NOI receipt letter is received from the SWRCB authorizing coverage of this project under the Construction Activity General Permit.

10-2.02 Construction Requirements. – The Contractor shall implement and maintain the SWPPP for the project in full compliance with the revised state regulations to control the discharge of storm water pollutants. The Contractor shall provide the monitoring or reporting required to comply with all the state regulations regarding the SWPPP for the project.

10-2.02A Storm Water Pollution Prevention Plan. – The SWPPP shall identify construction activities that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereinafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce, to the maximum extent feasible, storm water discharges from the construction site both during and after construction is completed under this contract.

The Contractor shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The SWPPP shall be amended if, at any time, the implementation of the SWPPP is not effectively achieving the objective of maximum feasible reduction of pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initial SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be dated and logged in the SWPPP and submitted to the Engineer within five (5) working days. Upon the Engineer's review and acceptance of the amendment, the Contractor shall implement the additional control measures or revised operations. In emergency situations that require immediate changes at the project site, the Contractor shall implement the necessary measures and notify the Engineer of the changes.

The Contractor shall give immediate notice to the Engineer of any planned changes in construction activity that may result in non-compliance with these Special Provisions.

By the last day of each month, the Contractor shall submit an affidavit to the Engineer certifying conformance with the SWPPP. The monthly partial payment may be withheld if the affidavit is not received and accepted by the Engineer. If at any time the project is in non-compliance with the SWPPP, the Contractor shall submit a written report to the Engineer within two (2) days of identifying the non-compliance. The report shall specify the time and nature of the non-compliance and include a course of action to correct the deficiency.

The Contractor shall keep a copy of the State of California Construction Activity General Permit (SWRCB Order No. 99-08-DWQ), the SWPPP, and any approved amendments at the project site. The SWPPP shall be made available upon request of any representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or any City representative. Public requests for copies of the SWPPP shall be directed to the Engineer.

10-2.02B Erosion and Sediment Control. – The facilities shown on the SWPPP are designed to control erosion and sediment during the Rainy Season, from October 15 to April 15. Facilities are to be operable prior to October 1 of each year (hereinafter "Rainy Season"). During the Non-Rainy Season, from April 16 to October 14 (hereinafter "Non-Rainy Season"), the Contractor shall use effective Best Management Practices (BMPs) at the project site.

- (1) Construction operations shall be carried out in such a manner that erosion and water pollution will be minimized. Contractor shall comply with state and local laws concerning pollution abatement.

- (2) Contractor shall be responsible for monitoring erosion and sediment control measures prior, during, and after storm events.
- (3) Reasonable care shall be taken when hauling any earth, sand, gravel, stone, debris, paper, or any other substance over any public street, alley or other public place. Should any material blow, spill, or track over and upon said public or adjacent private property, immediate remedy shall occur.
- (4) Inlet protection shall be installed at open inlets to prevent sediment from entering the storm drain system. Inlets not used in conjunction with erosion control are to be blocked to prevent entry of sediment.
- (5) During the Rainy Season, all paved areas shall be kept clear of earth material and debris. The site shall be maintained so as to minimize sediment-laden runoff to any storm drainage system, including existing drainage swales and watercourses.
- (6) Contractor shall install and maintain construction entrances prior to commencement of grading. All construction vehicle traffic entering onto the paved roads must cross stabilized construction entrance ways. Entrance ways may be constructed of two-inch to six-inch drain rock, metal grating, or metal cattle-guard, or equivalent material, or may include vehicle wash stations as needed, in sufficient quantity and size to prevent tracking of mud and debris from the construction site. Any mud or debris tracked onto public streets, or onto adjacent public or private property, shall be removed immediately as required by the City.
- (7) Grading operations during the Rainy Season which leave denuded slopes shall be protected with erosion control measures immediately following grading on the slopes. If hydroseeding is not used or is not effective by October 10, then other immediate methods shall be implemented, such as erosion control blankets, blown straw, or a three-step application of 1) seed, mulch, fertilizer, 2) blown straw, and 3) tackifier and mulch.
- (8) Sanitary facilities shall be maintained on the site in a manner to prevent inadvertent discharge or leakage of sanitary wastes into the storm drain system either by placing sanitary facilities in locations that do not drain to the storm drain system or by providing secondary containment systems to capture leaked wastes.
- (9) Contractor shall provide dust control as required by the appropriate federal, state and City requirements and Section 10, "Dust Control," of the City of San Jose Standard Specifications.

The erosion and sediment control plan may not cover all the situations that may arise during construction due to unanticipated field conditions. Variations and additions may be made to the plan in the field. Notify the City Representative of any field changes.

10-2.03 Maintenance. – The SWPPP shall include a plan for maintenance that shall include at a minimum:

- (A) Immediate repair of damage caused by soil erosion or construction.
- (B) Inspection of sediment traps, berms, rills, gullies, and swales after each storm event and repair or cleaning as needed.
- (C) Removal of sediment from sediment traps and restoration to original dimensions when sediment has accumulated to a depth of one foot. Sediment removed from trap shall be deposited in a suitable area and in such a manner that it will not erode.
- (D) Regular cleaning of gravel bag inlet protection so that sediment depth never exceeds a maximum of three inches.

10-2.04 Payment. – Payments for Storm Water Pollution Prevention will be made as follows:

- (A) When the monthly partial payment estimate of the amount earned, not including the amount earned for Storm Water Pollution Prevention, is 5 percent or more of the original contract amount, 20 percent of the contract item price for Storm Water Pollution Prevention will be included in said estimate for payment.
- (B) When the monthly partial payment estimate of the amount earned, not including the amount earned for Storm Water Pollution Prevention, is 10 percent or more of the original contract amount, 30 percent of the contract item price for Storm Water Pollution Prevention less all previous payments will be included in said estimate for payment.
- (C) When the monthly partial payment estimate of the amount earned, not including the amount earned for Storm Water Pollution, is 20 percent or more of the original contract amount, 40 percent of the contract item price for Storm Water Pollution Prevention less all previous payments will be included in said estimate for payment.
- (D) When the monthly partial payment estimate of the amount earned, not including the amount earned for Storm Water Pollution Prevention, is 50 percent or more of the original contract amount, 60 percent of the contract item price for

- Storm Water Pollution less all previous payments will be included in said estimate for payment.
- (E) When the monthly partial payment estimate of the amount earned, not including the amount earned for Storm Water Pollution Prevention, is 90 percent or more of the original contract amount, 90 percent of the contract item price for Storm Water Pollution Prevention less all previous payments will be included in said estimate for payment.
 - (F) After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," the amount, if any, of the contract item price for Storm Water Pollution Prevention in excess of 10 percent of the original contract amount will be included for payment in the first estimate made in accordance with said Section 9-1.07.

The contract lump sum price paid for Storm Water Pollution Prevention shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Storm Water Pollution Prevention as specified herein. Measurement and payment shall be as specified in the project's Technical Specifications.

The City will not pay for erosion and sediment control items that are required due to the Contractor's negligence, carelessness, failure to properly install controls, or failure to abide by the provisions of the SWPPP, the Standard Specifications and these Special Provisions. The Contractor shall install such work at no expense to the City.

All penalties from regulatory agencies attributable to the Contractor as a result of the Contractor's negligence, carelessness, failure to properly install controls, or failure to abide by the provisions of the SWPPP, the Standard Specifications and these Special Provisions shall be paid at Contractor's sole expense.

If the contract is extended to the next Rainy Season due to unanticipated field conditions and not due to Contractor's fault, payments will be made under a revocable item. Measurement and payment shall be as specified in the project's Technical Specifications.

Section 20-5, "Erosion Control," of the Standard Specifications (page 20-5) shall have the following added:

20-5.06 Temporary Erosion and Sediment Control. – Temporary erosion and sediment control within the total project shall conform to the Provisions in Section 20-5, "Erosion Control," of the Standard Specifications, these Special Provisions and the Plans.

The Contractor's attention is directed to Section 10-2, "Storm Water Pollution Prevention," of these Special Provisions.

Temporary erosion and sediment control work shall consist of applying erosion control materials to embankment slopes, excavation slopes and other areas

designated on the plans, installing silt fence, inlet protection, gravel bags, headwall protection and stabilized construction entrance ways.

20-5.07 Measurement and Payment. – Full compensation for “Temporary Erosion and Sediment Control” shall be considered as included in the contract lump sum price for Storm Water Pollution Prevention (Section 10-2 of these Special Provisions) and no separate payment shall be made therefore.

END OF AMENDMENTS

BEGINNING OF WORK AND TIME OF COMPLETION

The Contractor shall diligently prosecute the contract to completion before the expiration of **15 WORKING DAYS** from the first chargeable day as set forth in the “Notice to Proceed.”

LIQUIDATED DAMAGES

The Contractor shall pay to the City of San Jose the sum of **\$ 1000.00** per day for each and every day’s delay in finishing the work in excess of the number of days prescribed above.

EQUALITY ASSURANCE

The Contractor shall comply with the Nondiscrimination / Nonpreferential Treatment requirements set forth in Attachment 1 and Attachment 3 pursuant to Chapter 4.08 of the City of San Jose Municipal Code. The Contractor shall comply with the Prevailing Wage requirements set forth in Attachment 5. Attachment 1, Attachment 3, and Attachment 5 are attached and are a part of these special provisions.

INSURANCE REQUIREMENTS

Attention is directed to Attachment 4, “Insurance Requirements”, of these special provisions.

ATTACHMENT 1

ATTACHMENT 1

NONDISCRIMINATION / NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS

Statement of Purposes

It is the Policy of the City of San Jose that **no discrimination or preferences** shall be permitted in the subcontracting of the City of San Jose construction contracts. Studies have demonstrated that there has been a pattern of discrimination against certain minority groups and women by contractors in the subcontracting of public works contracts. All contractors shall fully comply with Chapter 4.08 of the San Jose Municipal Code and shall not discriminate against or grant preferential treatment to any subcontractor on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in the performance of the City of San Jose contracts. Any contractor who so discriminates or gives preferences shall be deemed not to be a responsible bidder in accordance with City of San Jose Charter Section 1217.

SECTION I -- REQUIREMENT

These provisions, entitled, **"NONDISCRIMINATION / NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS"** are incorporated in and made part of the Special Provisions.

1. ALL BIDDERS ARE REQUIRED TO SIGN THE FOLLOWING STATEMENT, AS PART OF THEIR BID PROPOSAL:

In listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

SECTION II -- CONFLICT WITH APPLICABLE FEDERAL OR STATE LAW

In the event that a particular City public works contract is funded or required to be approved in whole or in part by the State or Federal government and any provision contained herein is inconsistent with any applicable state or federal statutes, rules or regulations, orders or controlling policies pertaining to such funding or approval, to the extent that any such provision is inconsistent, it shall not apply to the contract. To the extent a Federal project requires an MBE/WBE Program, the Program set forth in Resolution #67001 shall be applicable.

SECTION III -- VIOLATION OF SECTION

Be aware that any Prime Contractor who discriminates or gives preferences is in violation of Chapter 4.08 of the San Jose Municipal Code. Any such violation, in addition to all other remedies set forth in the Municipal Code, is further subject to the provisions of the San Jose Municipal Code, Chapter 4.10 of Title 4, Debarment of Contractors From City Contracts.

ATTACHMENT 2
(not used)

ATTACHMENT 3

ATTACHMENT 3

CONTRACT PROVISIONS IMPLEMENTING CHAPTER 4.08 OF THE SAN JOSE MUNICIPAL CODE

In the performance of this Agreement:

1. Prohibition on Discrimination and Preferential Treatment.

Contractor shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

2. Compliance Reports.

If directed by the Compliance Officer of the City, Contractor shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether Contractor or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this Agreement and Chapter 4.08 of the Municipal Code.

3. Failure to Comply With Nondiscrimination Provisions.

If the Compliance Officer determines that the Contractor has not complied with the nondiscrimination or nonpreference provisions of this Agreement, the City may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject Contractor and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

4. Subcontracts.

Contractor shall include provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.

5. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this Agreement may be waived by the Compliance Officer, if the Compliance Officer determines that the Contractor has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the Contractor or other governmental agency are substantially the same as those imposed by the City.

ATTACHMENT 4

ATTACHMENT 4

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

D-1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) including products and completed operations, X, C, U (explosion, collapse, underground); and
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "non-owned" autos.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

D-2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

D-3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

D-4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

D-5 Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

D-6 Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages. This proof of insurance shall then be mailed to: **Risk Management, Finance, CITY OF SAN JOSE 200 East Santa Clara Street, San Jose, CA 95113-1905**

D-7 Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT 5

ATTACHMENT 5

CONTRACT PROVISIONS FOR PREVAILING WAGES

PREVAILING WAGES

Attention is called to the fact that State of California Prevailing Wage Rate requirements apply to this project. Copies of the General Prevailing Wage Determinations made by the California Director of Industrial Relations are available at the Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, City Hall Wing, San Jose, CA 95113-1905 and the Office of the City Clerk, 200 East Santa Clara Street, 2nd Floor, City Hall Wing, San Jose, CA 95113-1905. The General Prevailing Wage Determination is also available via the Internet at www.dir.ca.gov/DLSR/PWD. All questions regarding prevailing wage requirements are to be directed to the Office of Equality Assurance at 408-535-8430.

In the performance of this Agreement:

I. Standards of Responsibility: Prevailing Wages (Municipal Code 4.10.200)

The city requires in all of its procurement procedures that all persons who submit bids, proposals or offers to enter into a contract with the city to do so truthfully and in good faith, and shall not attempt to mislead the city with respect to the following including, but not limited to, records regarding the nature or quality of the work performed under the contract, payroll records, classification of employees on payroll records, and payment of prevailing wages where called for by the contract.

Please note the following classifications are not allowed on City of San Jose public works construction contracts:

Landscape Maintenance Laborer

Slurry Seal Worker

Traffic Controlperson

Carpet, Linoleum:

Floor Covering Handler Less Than 3 Years

Floor Covering Handler Trainee, First 3 Months

Floor Covering Handler Trainee, Second 3 Months

Electrician:

Material Handler, Second Six Months

Material Handler, First Six Months

Plumber:

Underground Utility Tradesman

Landscape Tradesman I

Landscape Tradesman II

Refrigeration Tradesman (Year 2)

Refrigeration Tradesman (Year 3)

Refrigeration Tradesman (Year 4)

Refrigeration Tradesman (Year 5)

Sheet Metal Worker (HVAC)

Service Technician in Training, First 6 Months

Service Technician, Second 6 Months

Service Technician, Third 6 Months

Service Technician, Fourth 6 Months

Air Conditioning Specialist in Training, First 6 Months

Air Conditioning Specialist in Training, Second 6 Months
Air Conditioning Specialist in Training, Third 6 Months
Air Conditioning Specialist in Training, Fourth 6 Months

II. Remedies For Contractor's Breach Of Prevailing Wage/Living Wage Provisions

A. General: Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Contract, it is required to pay workers either a prevailing or wage ("Wage Provision") and to submit certain documentation to the City establishing its compliance with such requirement ("Document Provision"). Contractor further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively "Goals"):

1. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
2. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
3. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose. It increases the ability of such workers to attain sustenance, decreases the amount of poverty, and reduces the amount of taxpayer funded social services in San Jose.
4. It increases competition by promoting a more level a more level playing field among contractors with regard to the wages paid to workers.

B. Withholding of Payment: Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Provision and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Prevailing Wage Provision.

In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Provision, is an express condition of the City's obligation to make each payment due the Contractor pursuant to this Contract. The City is not obligated to make payment due the contractor until contractor has performed all of its obligations under these provisions.

Any payment by the City, despite Contractor's failure to fully perform its obligations under these provisions, shall not be deemed to be a waiver of any other term or condition contained in this contract or a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.

C. Liquidated Damages For Breach Of Wage Provision: Contractor agrees its breach of the Wage Provision would cause the City damage by undermining the Goals, and the City's damage would not be remedied by contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid.

The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Provision would be impracticable and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, Contractor shall

pay to the City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.

- D. Audit Rights: All Records or documents required to be kept pursuant to this contract to verify compliance with the Wage Provision shall be made available at no cost to the City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to the City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this contract.

TECHNICAL SPECIFICATION

FOREWORD

The work embraced herein shall be done in accordance with the 1992 Standard Specifications and the 1992 Standard Details.

Except as noted otherwise, the 2000 Edition of the American Public Works Association (APWA) Standard Specifications for Public Works Construction (Greenbook), including the 2001 Supplement, shall supersede the previous edition of the Greenbook as an incorporated reference for these Special Provisions. References thereto shall be to the "Greenbook."

SECTIONS 1-3 RESERVED

SECTION 4 SCOPE OF WORK

4-1 GENERAL - The work shall conform to Section 4, "Scope of Work," of the Standard Specifications and these Technical Specifications.

The work to be performed under this contract consists, in general, construction of roadway pavement, curb, gutter, and sidewalk, modifying wheelchair ramps to include detectable warning surface, driveway aprons, and street lighting. The work shall include, but not be limited to clearing, grubbing, removal of obstructions, preparing subgrades, removal of existing curb, gutter, sidewalk, and roadway pavement. Also, included as part of the contract is the protection of existing utilities and appurtenances and such other items and details as required by these Technical Specifications, the plans, the Standard Specifications and the Standard Details.

The Contractor shall make a field reconnaissance of the project area prior to bidding in order to visualize and have a full comprehension of the scope and extent of the work.

Except as provided under Section 4-2, "City-Furnished Work," of these Special Provisions, the Contractor shall satisfactorily complete the work including the furnishing of all supervision, labor, materials, supplies, tools, equipment, transportation, utility coordination, applicable taxes, permits, and any other incidental work essential to accomplish the work, whether or not shown on the plans or required in these specifications. The cost of all such incidental work shall be included in the cost for the various contract items of work and no additional or direct payment will be made therefor.

4-2 CITY FURNISHED WORK - City furnished work shall consist of:

Construction Staking

CONSTRUCTION STAKING – The City shall furnish all survey control for construction staking. The City will provide two (2) sets of construction stakes for the project, one for rough grading and the other for finish grade.

The Contractor shall make all requests to the City for construction stakes in writing on forms supplied by the City 48 hours prior to the Contractor's need for the stakes. The City shall be the sole judge of the adequacy and sufficiency of the stakes and marks for the purpose for which they are set.

The Contractor shall save and protect these construction stakes. Any re-staking shall be performed by the City at Contractor's expense and the corresponding cost of re-staking shall be deducted from the Contractor's payletter.

The Contractor shall remove all construction staking paint markings at project completion. Paint markings shall be removed by using high water pressure method only. Payment for removal of all construction staking paint markings shall be deemed included in the various items of work and no additional compensation will be allowed therefore.

Temporary traffic striping and markers for traffic control at the end of new pavement construction will be the responsibility of the Contractor, and at the Contractor's expense.

No City survey monuments shall be removed prior to being tied out by the City survey crew. The Contractor must notify the City Survey Section 72 hours prior to any monument removal. See Section 81 of the Special Provisions. Payment for compliance with this section shall be deemed included in the various other contract items of work and no additional compensation shall be allowed therefore.

4-3 WORK BY OTHERS

- A. Utility companies will be working in or near the site of the work prior to, at the same time, or subsequent to the performance of the work. SJWC may be adjusting water meter and/or valve castings. PG&E will be adjusting gas valve castings.
- B. Contractor shall cooperate with others doing work near or at the site of the work and shall prepare and adjust his construction schedule at no cost to the City in order to allow such work by others to be performed in a timely manner. (See Section 7-6, "Cooperation with Other Contractors and Utilities," of these Technical Specifications.)
- C. It shall be understood that the nature of the work is such that the presence and activities of others in or near the site of the work cannot be precisely anticipated and it shall be understood also that Contractor must have flexibility in his schedule to accommodate unexpected activities of others at the site of the work.

4-4 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or hazardous substances as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the City Standard Specifications.

Full compensation for conforming to the provisions of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

SECTION 5 CONTROL OF WORK

5-1 ORDER OF WORK – Attention is directed to Section 5-1.05, “Order of Work,” and 8-1.04, “Progress Schedule,” of the Standard Specifications and these Special Provisions.

The Contractor shall install new curb, gutter, driveways, sidewalks, detectable warning surface in existing wheelchair ramps, and PCC conform work for walkways and driveways prior to roadway reconstruction. The Contractor shall install street light conduits and foundations after installation of new curb and gutter and before finish paving and sidewalk installation.

Where the roadway requires full depth AC, the Contractor shall schedule roadway excavation, subgrade preparation, installation of aggregate base materials, and deep lift AC to complete all the above works in NOT TO EXCEED five consecutive working days.

Payment for work under this section shall be deemed included in the cost for various other contract items of work and no additional compensation shall be allowed.

5-2 PROJECT APPEARANCE (REVOCABLE ITEM)- Project appearance shall conform to Section 5-1.15, “Project Appearance,” of the Standard Specifications and these Technical Specifications. The Contractor shall maintain a neat appearance to the work area.

Broken portland cement concrete, asphalt concrete, soil, debris, and any other material developed during construction shall be disposed of concurrently with its removal. Stockpiling shall not be permitted.

The Contractor shall sweep the streets within and adjacent to the project area with a power pick-up sweeper with water spray daily, or as directed by the Engineer, for the duration of the project. If the Contractor exceeds the number of days assigned to this contract, the Contractor shall continue to clean the area, but the City shall not make any further payments for this item of work.

The Contractor shall use large vacuum to clean up sawcut slurry. Contractor is hereby advised that disposal of dirt and other debris into the public storm drain system is prohibited under San Jose Municipal code Sections 9.08.360 and 15.12.100-110, and under California State Fish & Game Code Section 5650. Any fines or penalties levied against the Contractor for violation of the above and related regulations are the sole responsibility of the Contractor. The Contractor shall submit a Storm Drain Pollution Prevention Plan which details how the Contractor will prevent dirt and debris from entering the storm system.

Equipment on the project shall conform to Section 5-1.10, "Equipment and Plants" of the Standard Specifications. Faulty, broken, or leaking equipment shall be removed immediately from the project site.

When the work is not performed to the satisfaction of the Engineer, no payment shall be made for that day. Furthermore, the Engineer may have the area cleaned by City crews and incurred costs shall be deducted from the Contractor's pay letters. The Contractor may increase the bid at the Contractor's sole discretion.

Payment will be made under:

Street Clean-up (\$400 Min. per day) (Revocable) - Per Day

SECTION 6 CONTROL OF MATERIALS

6-1 GENERAL - Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these special provisions.

Except as provided under "City Furnished Materials," of these special provisions, all materials required to complete the work under this contract shall be furnished by the Contractor.

6-2 SUBMITTALS - The Contractor shall submit one original and three photocopies of the submittal items listed below to the Engineer, for review, within twenty (21) calendar days after award of the contract and prior to beginning work. Each set of submittals shall be bound in a three-ring binder with numbered index tabs separating each submittal.

<u>ITEM DESCRIPTION</u>	<u>SPECIFICATION SECTION</u>
Construction Schedule	8-1
Storm Drain Pollution Prevention Plan	10-2
Material Submittal List	6-3
Tow-Away Permit*	7-2
Potable Water Exemption Permit*	17
Site Video Inspection	15-2
Notices to Residents and Businesses	7-3
Designation of Site Safety and Health Officer(s)	7-5
Traffic Control Plan	12
Schedule of Traffic Detours for Street Closure*	12

* If applicable

6-3 MATERIAL SUBMITTAL LIST - The names of the manufacturers/producers of the materials proposed by the Contractor for use under this contract shall be submitted to the Engineer, for review, within fourteen (14) calendar days after the award of the contract and prior to beginning work. The manufacturer's/producer's specifications and/or certificates of compliance shall be submitted for all applicable products on the list.

<u>ITEM DESCRIPTION</u>	<u>SPECIFICATION SECTION</u>
<u>Road Material</u>	
Class 1 Aggregate Subbase or Class 3 Aggregate Base **	25, 26
AC Base, Type A ¾-inch Maximum Gradation, Coarse Class	30, 39
AC Surface, Type A ¾-inch Maximum Gradation, Medium Class	30, 39
AC Surface, Type A ½-inch Maximum Gradation, Medium Class	30, 39
Deep Lift AC	30, 39
Class A or D Portland Cement Concrete (C&G)	73
Prime Coat, Tack Coat, and Fog Seals	37
** Submit Class 1 Subbase or Class 3 Base	
<u>Electrical</u>	
Conductors	86-2.08
Conduits	86-2.05
Luminaires and Lamps	86-6.01
Photocells	86-6.02
Shorting Caps	86-6.07
Poles and Mast Arms	86-2.04
Anchor Bolts	86-2.04F
Pull Boxes	86-2.06
Grounding Rods	86-2.04
Grounding Lugs	86-2.06
Ground Clamps	86-2.09
Fuses	86-2.09
Fused Connectors	86-2.09
Pole Hardware	86-2.04
Aerial Power Cable	86-2.08E
Splice Connectors	86-2.09
P.C.C. Concrete	73-1.06

6-4 ADDITIONAL SUBMITTALS AND PAYMENT - The lists of Sections 6-2, "Submittals," and 6-3, "Material Submittal List," are intended to be comprehensive but no claim for their completeness is implied, and submittal of each and every item on the lists shall not relieve the Contractor of supplying all information needed, or of complying with any of the other requirements of the specifications. Revised lists may be issued and items may be added to the list supplied.

Payment for compliance with this shall be deemed included in the various other items of work, and no additional compensation will be allowed therefore.

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY

7-1 GENERAL – The Contractor shall comply with Section 7, “Legal Relations and Responsibility,” of the Standard Specifications.

7-2 PERMITS - The Contractor shall comply with Section 7-1.04, “Permits and Licenses,” of the Standard Specifications and these Special Provisions.

- A City of San José “Tow-Away Permit” is required if the traffic control plan requires the elimination of street parking. A copy of the permit and fee schedule is included in Appendix A. The permits may be obtained at: Department of Transportation, 200 E. Santa Clara Street, 1st floor, San José, CA 95113. Phone: (408) 535-3850.
- If potable water is proposed to be used for this project, the purpose(s) shall conform to, and a potable water exemption permit shall be obtained in accordance with Section 17-1, “General,” of these special provisions. A copy of the exception application form is included in the Appendix A.

The Contractor shall apply for the required tow-away permit, and/or potable water exemption to the applicable agency (with copies of the form and application submitted to the Engineer) within fourteen (14) calendar days after the award of the contract and prior to beginning work in the affected areas. The Contractor shall submit copies of the permits, once issued, to the Engineer. No additional compensation shall be provided to the Contractor for any costs or delays resulting from processing such permits.

All other permits necessary to complete the work required by the plans, standard specifications, and special provisions shall be obtained by the contractor at his sole expense within 7 working days after the award of the contract for this project.

7-3 NOTIFICATION OF RESIDENTS AND BUSINESSES - The Contractor shall notify, in writing, residents and businesses within 300 feet radius of project limits twice prior to start of construction, **one week and 48 hours**. The draft of the notification shall be submitted to the Engineer for review prior to distribution.

Notices shall include a toll-free telephone number at which the Contractor’s representative may be contacted 24 hours per day for the duration of construction for problems or emergencies encountered by residents.

If the construction for which notices have been delivered is delayed for any reason beyond the above mentioned time limit, the Contractor shall re-issue written notices explaining the delay and the revised schedule.

Payment for complying with this section shall be considered included in the contract price paid for other items of work and no additional compensation will be allowed therefor.

7-4 ACCESS OF PROPERTY - The Contractor shall conform to Section 7-1.08, "Public Convenience," of the Standard Specifications and these Special Provisions. Access to all properties must be maintained at all times, except for necessary closures of driveways. A driveway shall be closed for a maximum of 48 hours only. Contractor shall provide temporary driveways by the use of temporary fill material or steel trench plate and shall be well maintained to all properties.

Compensation for providing temporary driveways, regardless of number of times required, shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed therefor.

7-5 PUBLIC SAFETY - Attention is directed to Section 7-1.09, "Public Safety," and Section 7-1.12, "Responsibility for Damage," of the Standard Specifications and these Special Provisions.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work site and all other persons who may be affected;
2. All the work and all materials and equipment incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the Contractor's subcontractors;
3. The work of the City or other contractors.

The Contractor shall give all notices and comply with all applicable law, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury or loss.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders.

The Contractor shall erect and maintain as required by existing conditions and the progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

All construction signs, temporary traffic control devices, and other warning devices shall be provided by the Contractor, and shall become his property after completion of the Contract. The cost of providing, installing and maintaining signs, lights, flares, barricades and other facilities for the convenience and direction of public traffic shall be considered as included in the contract price paid for other items of work and no additional compensations will be allowed therefore.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City.

Payment for complying with the requirements of above sections shall be deemed included in the various other items of work, and no additional compensation will be allowed therefor.

7-6 COOPERATION WITH OTHER CONTRACTORS AND UTILITIES -

Attention is directed to Section 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

Other construction, both above and below ground, which may be underway during the life of this contract includes, but is not limited to, the following:

- Adjustment of water meter boxes and water valve casting to grade by San Jose Water Company.
- Adjustment of gas valve casting to grade by PG&E.

The Contractor shall coordinate with utility companies and their contractors so that underground installations are complete prior to the installation of base material, pavement curb and gutter and other finished surface items. There will be no time extension in contract working days nor will there be a change of dates required for all work to be completed as required by "Beginning of Work and Time of Completion" of these special provisions due to the amount of time required for any utility relocations.

Contractor shall notify PG&E a minimum of 72 hours prior to starting work in the areas adjacent to, or in the vicinity of gas lines.

The City will not be responsible for delay caused by disagreement or any lack of cooperation between contractors. No additional compensation will be allowed for conforming to the above requirements or for delay, inconvenience, or interference to the contractor's operations by reason of his/her conformance to such requirements.

SECTION 8 PROSECTION AND PROGRESS

8-1 CONSTRUCTION SCHEDULE - The construction schedule shall conform to the provisions in Sections 8-1.04, "Progress Schedule," and 5-1, "Order of Work," of the Standard Specification and these Special Provisions.

Following the award of the contract and prior to the issuance of the Notice to Proceed, the Contractor shall submit to the Engineer a **BAR CHART SCHEDULE** setting forth the sequence, in which construction phases will proceed, for review. The construction schedule shall represent a practical plan to complete the work within the contract time. In preparing the schedule, the Contractor shall review and coordinate the time schedule for the work to be done by the utility companies and such progress schedule shall reflect the utility companies' activity. The schedule shall show the starting and completion dates for all major items or phases of the work.

A schedule showing the work completed in less than the contract time, which is found to be practical by the Engineer, shall be considered to have float. The float is the time between the scheduled completion of the work and the contract completion date. Float is not for the benefit of either the Engineer or the Contractor. It is a resource to both parties.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operation.

A schedule found to be impractical for the preceding reason or any other reason shall be revised by the Contractor and resubmitted at no extra cost to the City.

Contractor shall complete installation of roadway pavement, sidewalk, curb and gutter, and street light conduit and foundations by August 24, 2007, before the first day of classes at Lynhaven Elementary School.

Payment for works under this section shall be deemed included in other contract items and no additional compensation shall be allowed therefor.

8-2 PUBLIC UTILITY COORDINATION - Contractor shall notify the appropriate utility company at least 48 hours in advance of working in the vicinity of any utilities in the project area.

Existing utilities are shown on the plans for information only and locations shown are approximate only. The Contractor shall assume full responsibility for the location of all existing utilities prior to the commencement of any construction activity (e.g., excavation, clearing, grubbing and trenching) which may damage any existing utilities.

Furthermore, the contractor shall protect and assume liability for all existing or newly installed utility structures and lines from damage by his forces during the construction period (from the Notice to Proceed until final acceptance).

Contractor shall be responsible for coordination of work to be done by others, such as relocation and adjustment to finish grade by the owners of the Public Utilities involved. All exposed existing (or new) telephone, gas, water, electricity or other public utility facilities shall receive an envelope of 12" (in all directions) of sand surrounding said utility(s) within the backfill area. This envelope shall be placed by the Contractor. All payments for said envelope of sand shall be considered as included in the price paid for other items of work and no additional compensation will be allowed therefor.

Payment for locating and potholing all existing underground and above-ground utilities (including City's electrical conduit and conductors) and their support, protection and repair shall be considered as included in the price paid for other items of work and no additional compensation will be allowed therefor.

8-3 OBSTRUCTIONS - Attention is directed to Section 8-1.10 "Utility and Non-Highway Facilities," and Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions. The City shall not be responsible for any impact to the Contractor of restrictions that may be caused by the work of other agencies, or the requirements thereof.

In the event that gas, electricity, telephone, water or other utility facilities are encountered, the Contractor shall make the necessary coordination to have these structures removed, relocated, and/or adjusted as necessary by the respective utility company (vaults, manholes, risers, valves, etc.) unless specifically noted otherwise.

The locations of all utility manholes and utility valve covers to be adjusted to grade shall be marked by the Contractor to facilitate raising to grade after the paving operations are completed. The storm and sanitary manholes, water valves, water meter, and monument covers shall be adjusted to grade by the Contractor as specified in the plans.

The Contractor is required to cooperate with forces engaged in utility work and shall schedule and conduct his own work in such a manner as to avoid any unnecessary delay or hindrance to the work of the utility companies.

Payment for compliance with this section shall be deemed included in other contract items of work and no additional compensation shall be allowed therefor.

SECTION 10 DUST CONTROL

10-1 GENERAL - Dust Control shall conform to Section 10, "Dust Control," of the Standard Specifications. Attention is also directed to Section 17, "Watering," of the Standard Specifications.

Payment for compliance with this section shall be deemed included in the cost for the various other contract items of work and no additional compensation shall be allowed.

10-2 STORM WATER POLLUTION PREVENTION - This section shall comply with the requirements stated under Section 10-2, "Storm Water Pollution Prevention," of this project's Special Provisions.

The Contractor shall submit a Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review and acceptance. However, since this project will only affect less than one acre of total area to be disturbed, there is no need to file a Notice of Intent with the California State Water Resources Control Board. SWPPP will still be enforced for this project.

Payment for compliance with this section shall be deemed included in the cost for the various other contract items of work and no additional compensation shall be allowed.

SECTION 11 MOBILIZATION

11-1 GENERAL - Mobilization shall conform to the provisions of Section 11, "Mobilization," of the Standard Specifications. Such work shall include but not be limited to the following Principal items:

1. Moving onto the site the Contractor's equipment required for all operations.
2. Arrange for and erect Contractor's work and storage area.
3. Complete approval of submittals of items listed on submittals list in Section 6-4 of these Special Provisions.
4. Portable Toilet – Contractor shall provide a portable toilet for use by Contractor and City of San Jose Employees, and shall be supplied with continuous supply of toilet paper. Contractor shall clean and maintain each toilet at the direction of the Engineer or at least daily.

Payment for compliance with this section shall be deemed included in the cost for the various other contract items of work and no additional compensation shall be allowed.

SECTION 12 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

12-1 TRAFFIC CONTROL - Traffic control shall conform to the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Technical Specifications.

All traffic control shall be under the direction of, and coordinated with, the Engineer. Construction shall be organized so as to cause the least possible inconvenience to traffic. Traffic control used shall conform to the principles set forth by the STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES. The Contractor shall provide all required signs, barricades, lights, high level flag trees and devices.

The working hours and traffic control are as follows:

WORKING HOURS

DAYS	TIME
Monday through Friday, Inclusive	8:00 AM to 5:00 PM
Saturdays, Sundays & Designated legal holidays	NO WORK

Temporary pavement marking, traffic striping and signing for traffic control during construction, and the removal thereof, shall be supplied, installed and removed by the Contractor. Removal of temporary pavement marking shall be performed by grinding.

Contractor shall submit for Engineer's review a Traffic Control Plan for vehicle control and safe passage for wheelchairs and pedestrians, in accordance with this section and Section 6 of these Special Provisions. This plan shall be designed to maintain traffic circulation in the vicinity lanes of this project.

GENERAL REQUIREMENTS

1. Maintain property access, bicycle access, and pedestrian access at all times.
 - Pedestrians shall not be led into direct conflicts with work site vehicles, equipment, or operations.
 - Pedestrians shall not be led into direct conflicts with mainline traffic moving through or around the work site.

- Pedestrians shall be provided with a convenient travel path that replicates as nearly as possible the most desirable characteristics of sidewalks or footpaths.
 - Every effort shall be made to separate pedestrian movement from both work site activity and adjacent traffic. Whenever possible, signing will be used to direct pedestrians to street crossings in advance of an encounter with a temporary traffic control zone. Signs shall be placed at intersections so that pedestrians are not confronted with mid-block work sites that will induce them to skirt the temporary traffic control zone or make a mid-block crossing. It must be recognized that pedestrians will only infrequently retrace their steps to make a crossing. Consequently, ample advance notification of sidewalk closure is critically important. Refer to sheets 28 and 30. See Caltrans Traffic Manual, Chapter 5 Section 5-07.3 for typical traffic control device usage and techniques for pedestrian movement through work zones.
2. No equipment will be allowed to be parked within any traffic lanes or medians after work hours.
 3. Provide electric arrow board(s) for lane reductions at all times.
 4. Street shall not be closed unless approved by the Engineer in writing. If street closure is required, the Contractor shall notify the following 48 hours prior to street closure:
 - a. City of San Jose Project Manager;
 - b. Santa Clara Valley Transportation Agency, Operations Control Center, if necessary, (408) 546-7616;
 - c. City of San Jose Police Watch Commander, (408) 277-2289;
 - d. City of San Jose Communications, (408) 277-8956;
 - e. City of San Jose, Environmental Services Department for Garbage Collection, contact Stephen Bantillo, (408) 277-5533;
 - f. Affected School Districts;
 - g. Impacted Residents and Businesses.

If emergency or urgent street closures are required, the Contractor shall notify City of San Jose Fire Control Room at (408) 277-4341.

5. All traffic lane diversions and separations shall be delineated with Type II barricades, 28" traffic cones or 48" delineators spaced 25' O.C. The tapered transitional length shall be 150' minimum. Post "KEEP RIGHT" or "KEEP LEFT" signs on high-level flagtrees or Type II barricades at the beginning of each diversion or separation.

6. The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for the job and site conditions including safety of all persons and property, from start until final acceptance of construction. This requirement shall apply continuously twenty-four (24) hours/day and shall not be limited to normal work hours.
7. Prior to start of any work, Contractor shall post "NO STOPPING TOW-AWAY ZONE" signs as specified in permit from City of San Jose. To purchase permit, contact the City of San Jose's Department of Transportation at (408) 535-3850. Contractor shall also hand out flyers with notice of work, company name and address, representative person and telephone number at least twenty-four (24) hours in advance of any work.
8. The Contractor shall install and maintain C18 "ROAD CONSTRUCTION AHEAD" signs 7' high on a 4"x 4" wood post or a convenient electrolier in advance during the construction. Signs must be a minimum of 300' in advance of the construction area on all the approach streets.
9. All open excavation areas, with the approval of the Engineer, shall be barricaded with Type III barricades at the end of the excavation that faces oncoming traffic. The longitudinal edge of pavement excavation shall be delineated with Type II barricades spaced 25' O.C. Attach "OPEN TRENCH" signs to barricades 100' O.C. K-rail shall be used if excavation is more than one foot deep. A.C. deeplift to be placed immediately after excavation within traffic lanes.
10. All trench excavation shall be backfilled and covered at the end of each workday. The contractor shall maintain the surface to provide safe and comfortable passage for pedestrian and public vehicular traffic to the satisfaction of the Engineer. Non-skid steel plates shall be used to cover and protect un-backfilled portions of the trench sections.
11. All open post hole or columns footings excavations shall be backfilled or securely covered with 1 1/8" plywood and barricaded at the end of each workday.
12. Provide flagman for lane closure and pedestrian protection.
13. Provide at least one 12 foot minimum width through traffic lane in each direction.

Payment for compliance with this section for furnishing all labor, materials, tools, equipment and incidentals, and for performing all the work involved in furnishing, placing, maintaining, replacing, and equipping of flag personnel as specified in the Special Provisions and as directed by the Engineer shall be deemed included in other contract items of work and no additional compensation shall be allowed therefore.

SECTION 15 EXISTING FACILITIES

15-1 GENERAL - Work performed under this section shall conform to Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

15-2 RECORD EXISTING SURFACE CONDITIONS - The Contractor shall conform to the provisions of Section 7-1.11, "Preservation of Property," of the Standard Specifications and these Special Provisions.

Prior to the Construction, the Contractor shall submit a DVD disc recording of all streets that will be affected by the construction work for the purpose of providing a detailed record of the existing surface conditions of properties, structure, or other appurtenance within the project area. The DVD disc shall provide a view of the entire project on Cypress Avenue and adjacent streets from right-of-way line to right-of-way line including, but not limited to, the driveways, lateral walks, sidewalks, plants, lawns, fences of all properties on each side of the proposed street reconstruction, and of sufficient clarity to satisfy the Engineer. .

The video recording shall have sufficient clarity to the satisfaction of the Engineer. The DVD disc shall provide an audio commentary describing all significant damaged area, cracks, settlements, deficiencies and any other condition which should be documented as pre-existing in order to avoid a mistaken future claim.

The Contractor shall submit the DVD disc labeled with the location, date, and time the disc were made including a written log indicating the location (by station) and description of any existing defects or irregularities in the project area. Upon acceptance by the Engineer, these discs shall become the property of the City.

Payment for compliance with this section shall be deemed included in the various other items of work, and no additional compensation will be allowed therefore.

15-3 ADDITIONAL POTHOLING – If the Contractor discovers underground main or trunk lines not indicated on the plans or in the special provisions, the contractor shall immediately give the engineer and the utility company written notification of the existence of such facilities. Such main or trunk lines shall be located and protected from damage as directed by the engineer and the cost of such work shall be paid for as provided below.

The Contractor shall also locate and protect service laterals or other appurtenances associated with the discovered main trunk lines, as per Section 8-1.10, "Utility or Non-Highway Facilities," of the Standard Specifications, and the cost of such work shall be paid for as provided below.

Potholing shall be completed at least four (4) working days prior to starting the underground work. The Contractor shall furnish the Engineer in writing (log form) with the existing location and elevation of the conflicting utility(ies) showing the conflict as it relates to the Contractor's work.

Unless otherwise indicated by the Engineer, the minimum dimensions of additional potholes to locate discovered underground main or trunk lines and their associated service laterals and appurtenances shall be 12" in diameter, with the maximum depth as required to locate the utility. When multiple utilities are located within the minimum dimensions of a pothole, as specified by these special provisions, a single pothole shall be measured and paid for as provided below

Payment for this item of work will be full compensation for furnishing all materials, tools, labor and equipment necessary for potholing including but not limited to location and protection of the utility, excavation, traffic control, backfill, and restoration of grade, pavement, curbs and gutters, sidewalks and landscaped areas. Payment will be made under:

Additional Potholing for Existing Utilities (Revocable) - Per Each

15-4 EXPOSURE OF UTILITIES - The approximate locations of buried water, gas, electricity, television cable and telephone lines have been identified on the plans to the best of our knowledge. The Contractor shall be responsible for confirming the presence of the utilities within the limits of work that may be affected by these activities. The Contractor shall be responsible for notifying all utilities at least 2 working days prior to the start of any construction. The Contractor shall take adequate measures to support and/or protect utility facilities from damage and will be financially liable for the cost of repairs to any damaged utility facilities. All supports must remain in the trench. All utility facilities shall receive an envelope of 12" (in all directions) of sand surrounding said utility(s) within the backfill area.

The Contractor shall notify the utility and the appropriate regional notification center as listed below for operators of subsurface installations at least 2 working days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert - Northern California (USA)
Telephone: 1(800) 642-2444

All utility paint markings shall be completely removed by the Contractor at project completion. Paint markings shall be removed by using high water pressure method only.

Payment for removal of all utility paint markings, and all costs incurred to complete this work shall be deemed included in the various items of work and no additional compensation will be allowed therefor.

15-5 UTILITY BOXES, VALVE BOXES AND SERVICE LATERALS - San Jose Water Company will relocate, replace and/or adjust to grade all water meters and boxes that are shown on the plans. PG&E will adjust to grade utility boxes that are shown on the plans. Contractor shall adjust water valve casings and water service laterals between the water meter and the existing water line inside the private property, if necessary, as shown on detail in Appendix A of these Special Provisions. Prior to adjustment, Contractor shall coordinate the work with respective utility companies.

Water valve casing extensions, when required, shall be the same size and type as the existing casing. Care shall be taken to prevent damaging the valve during the installation of the casing extensions. The length of the extension shall be adjusted so that the frame will rest upon the PCC and not transmit the traffic load directly through the casing to the body of the valve.

The existing frames and covers will be re-used whenever possible. Any required casing extensions, new frames, or new covers will be supplied by the utility companies involved. Any frames or covers that cannot be re-used become the property of the utility companies.

Payment for furnishing all labor, materials, tools and equipment, traffic control and for doing all the work involved in adjusting water valve casing to grade will be made under:

Adjust Water Valve Casting to Grade (Revocable)	-	Per Each
Adjust Gas Valve Casting to Grade (Revocable)	-	Per Each
Adjust Water Meter Box to Grade (Revocable)	-	Per Each

15-6 EXISTING SIGNS – The Contractor shall protect all existing City of San Jose signs to remain. The Contractor shall replace, at his own expense, any signs damaged as a result of the work.

15-7 REMOVE AND RELOCATE SIGNS

1. Where removal and salvage of signs is indicated, concrete foundations shall be neatly sawn off and disposed of off-site by the Contractor. Salvaged sign posts shall be delivered to the owner (if privately owned) or to the City's South Yard at 4420 Monterey Road (if City owned). Contact sign maintenance supervisor Ray Martinez at (408)361-0170.

Payment for excavation, removal and salvage of these signs shall be deemed included in the various other items of work, and no additional compensation will be allowed therefore.

GRADING

SECTION 16 CLEARING AND GRUBBING

16-1 CLEARING, GRUBBING, AND REMOVAL OF OBSTRUCTIONS -

Clearing, grubbing, and removal of obstructions shall be as specified in Section 15, "Existing Facilities," and Section 16, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions:

This work shall include, but not be limited to, clearing and grubbing, saw cutting for sidewalk and driveways removal, removal and disposal of any AC pavement in the sidewalk area, concrete, vegetation, gravel, existing aggregate base, curb and gutter, and sidewalk, tree trimming, and other existing obstructions necessary to accomplish the work, or so designated on the plans, or as required by the Engineer or by the Standard Specifications.

All cleared and grubbed material shall be properly disposed of away from the job site.

All payments for furnishing all labor, materials, tools, equipment and incidentals for doing all the above work and to clear and grub work areas as shown on the plans and as specified by these Special Provisions shall be deemed included in the various other items of work, and no additional compensation will be allowed therefore.

SECTION 17 WATERING

17-1 GENERAL - Watering shall be as specified in Section 17, "Watering," of the Standard Specifications and these Special Provisions. The Contractor shall be in compliance with the Water Waste Prevention and Drought Condition Measures, Chapter 15.10 of the San Jose Municipal Code.

17-2 NON-POTABLE WATER - All water that is required and furnished by the Contractor for all phases of the work shall be non-potable water. If water is not available on the project site, the Contractor shall provide all water required at no additional cost to the City.

One source of non-potable water is the San Jose/Santa Clara Water Pollution Control Plant (WPCP) at 700 Los Esteros Road, San Jose. Facility users will be pre-qualified through a permit and waiver process. Allow two weeks for issuance of permit after applying. Additional information regarding this facility is available from WPCP at (408) 945-5300.

Contractor may contact the Department of Public Works at (408) 535-3555 to apply for an exemption to the requirement for non-potable water use. An application for exemption has been included in this specification for your convenience. You can turn this application to the Engineer or Project Manager upon completion of the form.

In the event an exemption is granted to the requirement for non-potable water usage, the "non-potable water supply" bid item shall be revoked. Then all cost associated with water usage on this Project would be deemed included in other items of work and no separate payment will be made for the use of potable water.

The Contractor shall submit a non-potable water supply plan, for the Engineer's approval, as stated in Section 6, "Control of Materials," of these Special Provisions.

Payment for compliance with this section shall be deemed included in the various other items of work, and no additional compensation will be allowed therefor.

SECTION 19 EARTHWORK

19-1 GENERAL - Earthwork shall conform to the provisions in Section 19 "Earthwork," of the Standard Specifications and these Technical Specifications.

Surplus excavated material shall be disposed of outside the City right of way in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Project Limits," of the Standard Specifications.

19-2 ROADWAY EXCAVATION - Roadway excavation shall be as specified in Section 19-2, "Roadway Excavation," of the Standard Specifications and these Technical Specifications. Roadway excavation shall include excavating various materials (shown or not shown on the plans) to the depth required for the new pavement section, hauling, placing, grading, and compacting suitable native material for roadway where designated on the plans. It also includes finishing side slopes, park strips, and shoulders in conformance with the lines and grades shown on the plans.

Limits of AC pavement removal are shown on the plans. The Contractor shall remove pavement materials by neatly sawcut lines and by grinding as indicated on the plans.

Contractor shall remove 2" asphalt concrete by grinding as indicated on the plans for the 2" AC surface installation.

Payment for doing roadway excavation shall include full compensation for furnishing all labor, materials, tools, traffic control, equipment and other incidentals deemed necessary for completing all work specified in these special provisions, the project plans, and as directed by the Engineer. Payment for roadway excavation shall also include all cost for removing, transporting, and disposing of all pavement materials to be removed from the project site.

Payment will be made under:

Roadway Excavation

- Per Cubic Yard

SECTION 21 SUBGRADE PREPARATION

21-1 SUBGRADE PREPARATION – The subgrade shall be graded and prepared as shown on the plans and as specified in Section 21, “Subgrade Preparation,” of the Standard Specifications with the following exceptions:

1. Class A Subgrade in areas to receive Full Depth Asphalt Concrete (FDAC) pavement shall be, compacted to 95% minimum relative compaction, processed and maintained at 2% to 5% over optimum moisture content, per method Caltrans test 216 pt. 11 and Cal 231.
2. Subgrade driveways, aprons, and curb and gutter shall be compacted to 95% minimum relative compaction, processed and maintained at 2% to 5% over optimum water content.
3. Subgrade for sidewalks shall be compacted to a relative compaction of 90% at or above optimum moisture for a depth of 0.5’.
4. Relative compaction and water content for subgrade to receive FDAC, sidewalks, and curbs and gutters shall be determined in accordance with Caltrans test 216 pt. 11 and Cal 231.

Payment for the subgrade preparation for sidewalks, curb and gutter, driveways, and wheelchair ramps shall be deemed included in the unit price for those items of works and no additional compensation will be allowed therefor.

Payment for this item of work shall include all labor, traffic control and equipment necessary to prepare the Class A Subgrade to receive Full Depth Asphalt Concrete as shown on plans.

Payment will be made under:

Class A Subgrade Preparation	-	Per Square Foot
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SECTION 22 FINISHING ROADWAY

22-1 GENERAL - This work shall be as specified in Section 22, “Finishing Roadway,” of the Standard Specifications and these Special Provisions.

Payment for complying with this section shall be deemed included in the various other items of work, and no additional compensation will be allowed therefor.

SUBBASES AND BASES

SECTION 25 AGGREGATE SUBBASES

25-1 GENERAL - This section shall conform to Section 25, "Aggregate Subbases," of the Standard specifications and these Special Provisions.

The Contractor shall use Class 1 aggregate subbase or Class 3 aggregate base for this project.

Payment for Class 1 aggregate subbase or Class 3 aggregate base used for trench backfill shall be deemed included in the unit price for pipe installation.

SECTION 26 AGGREGATE BASES

26-1 GENERAL - This section shall conform to Section 26, "Aggregate Bases," of the Standard specifications and these Special Provisions.

The Contractor shall use Class 3, 3/4-inch maximum gradation aggregate base for this project.

Compaction for aggregate bases shall be as specified in Section 21, "Subgrade Preparation," of these Special Provisions.

Payment for Class 3 aggregate base used for backfill or placed under PCC curb, gutter, sidewalks, walkways, wheelchair ramps, driveways and driveways aprons shall be deemed included in the unit price for each individual item listed and no additional compensation will be allowed therefor.

SURFACING AND PAVEMENTS

SECTION 37 BITUMINOUS SEALS

37-1 PRIME COAT - Prime coat all aggregate base surfaces prior to placing A.C. paving unless the total thickness of A.C. paving is 0.5 foot or greater. Prime coat all aggregate base surface that will be subjected to traffic prior to paving.

Apply prime coat in accordance with Section 39-4.02 of the 1988 Caltrans Standard Specifications, with the exception that SS-1h asphaltic emulsion shall be used in lieu of liquid asphalt.

Payment for prime coat shall be deemed included in the price paid for other items of work and no additional compensation will be allowed therefor.

Payment for prime coat shall be included in the cost for the various other items of work and no additional compensation will be allowed.

37-2 TACK COAT – Tack coat (a.k.a. paint binder) shall be applied to surfaces designated in, and shall conform to Section 39-4.02 of the 1988 Caltrans Standard Specifications. Tack coat shall be SS-1h asphaltic emulsion.

Payment for tack coat shall be included in the cost for the various other items of work and no additional compensation will be allowed.

37-3 FOG SEAL – Fog seal coat shall be applied on all new asphalt pavement surfaces as specified in Section 37-3, “Fog Seal Coat,” of the Standard Specifications and shall conform to Section 39-4.02 of the 1988 Caltrans Standard Specifications. Fog seal coat shall be SS-1h asphaltic emulsion as specified in Section 94, “Asphaltic Emulsion,” of the Standard Specifications.

Payment for fog seal shall be included in the cost for the various other items of work and no additional compensation will be allowed.

SECTION 39 ASPHALT CONCRETE

39-1 ASPHALT CONCRETE PAVEMENT - The top two layers of asphalt concrete pavement for roadway paving shall be constructed as specified in Section 39, “Asphalt Concrete,” of the Standard Specifications and these Technical Specifications. Lower layers shall be constructed as specified in Section 30, “Deep Lift Asphalt Base,” of the Standard Specifications. AC for Surface course shall be Type A, 3/4-inch maximum, medium gradation. Asphalt concrete for base course shall be Type A, 3/4-inch maximum gradation, coarse class, unless otherwise specified by the Engineer. Where a new travel lane is opened for traffic after placement of AC base course, AC surface course shall be placed within 48 hours after placement of AC base. A Prime Coat of SS-1h shall be placed prior to AC surface course.

Type A asphalt concrete shall conform to an air void content of 3 to 6 percent. The air void content shall be determined in accordance with ASTM D3203. The bulk specific gravity of the compacted mixture shall be determined per Cal Test Method 308 on specimens fabricated in accordance with Cal Test Method 304 Part II.

Final Compaction of the paving shall be 98% as tested by nuclear gauge using test method ASTM D2950. The laboratory maximum specific gravity shall be determined

per CAL 308C on laboratory compacted specimens made in accordance with California Test Method 304 Part II. Final compaction of the paving may also be tested by the random selection of cores in accordance with ASTM D979 and ASTM D 3665 and testing the cores in accordance with California Test Method 308. The test results from the coring shall take precedence when determining if the paved areas meet the required relative compaction.

Payment for asphalt concrete shall include full compensation for furnishing all labor, materials for AC deep lift and AC surface installation areas of the project, tools, equipment, bituminous seals, traffic control, and incidentals for doing all the above work in the area to receive full depth asphalt concrete and as shown on the plans.

Payment will be made under:

AC Full Depth	-	Per Ton
2" AC Surface	-	Per Ton

39-2 AGGREGATE - The combined aggregate shall conform to the table in Section 39-2.02 of the Caltrans Standard Specifications except that the result of the Los Angeles Rattler test, loss at 500 revolutions, shall be a maximum of 40 percent for both type A and B asphalt concrete aggregates.

Payment for complying with this section shall be deemed included in the price paid for other items of work and no additional compensation will be allowed therefor.

39-3 CONFORM CUTS – All pavement grinding shall conform to Section 42, “Groove and Grind Pavement,” of the Standard Specifications and these Special Provisions. Asphalt concrete conform shall be performed at the location and to the dimensions shown on the plans.

The equipment used shall be at the option of the Contractor and subject to the approval of the local Air Pollution Control Officer, performed by cold planing.

Use of the equipment shall comply in all respects with the “Occupational Safety and Health Act” requirements and all other applicable State and Local safety and sound control requirements.

Conform cut shall consist of grinding and removing existing AC pavement areas shown on the plans to a depth of 2” prior to AC surface operation at the locations shown on the plans.

- (a) A conform cut shall allow a good conform with existing asphalt concrete to be left in place.
- (b) The purpose of conform cuts is to allow an exact conform with existing pavement and to maintain existing drainage; this conform of line and grade shall be

maintained when the overlay is installed in these areas. Extra raking or other work required to fulfill this requirement is hereby specified at no extra cost to the City.

- (c) Conform cuts shall be accomplished by cold planing. The equipment used shall be a type capable of maneuvering close to structures and maintaining a straight line. The asphalt to remain in place shall not be damaged by the Contractor's operation in any way and shall provide a uniform and stable base for resurfacing.
- (d) Cold planing shall consist of grinding existing AC pavement areas to maximum depth of 2-inch below finish grade of final AC pavement, to remove uneven surface prior to overlay operation. The area of cold planing shall be pre-marked in the field.
- (e) The Contractor will be held responsible for any and all damage to public and private property (including trees, plants, shrubs, etc.) and will replace with new material or correct any damaged property to the satisfaction of the Engineer. The street shall be swept immediately with a power sweeper and all loose material shall be removed within twenty-four (24) hours.
- (f) Areas that conform cuts shall be resurfaced within five (5) working days of the time that the planing cut is made.

All conform cuts shall be "ramped" with temporary asphalt cut-back immediately after the cuts are made. Ramp shall be maintained by the Contractor and removed completely on the day the area is resurfaced. No additional payment is allowed for the installation, maintenance, and removal of said temporary asphalt cut-back ramps.

- (g) Absolutely no equipment which damages trees or shrubs will be allowed in the planing operation. Any piece of equipment that damages or, in the opinion of the Engineer, may damage any tree or shrub will not be allowed on the Project.
- (h) The cold planing machine shall have a cutter head at least 30 inches wide and shall be in a completely dust free manner, without fumes or smoke, and capable of removing the materials immediately next to the gutter, including random concrete patches. The machine shall be adjustable as to slope and depth of cut for the planed area to be done.

Once suitable equipment and method of operation are attained by the Contractor on the test section, the Contractor will be allowed to proceed with the work in a normal manner. Once the equipment and method of operation has been approved, no alteration or modification shall be made without the permission of the Engineer. The Contractor will be held responsible for any and all damage to public and private property (including trees, plants, shrubs, etc.) and will replace with new material or correct any damaged property to the satisfaction of the Engineer. The street shall be swept with a power sweeper with vacuum and all loose material shall be removed immediately after grinding.

The Contractor shall make effort to recycle AC material waste from conform cuts.

No separate payment will be made for loading and properly dispose of the AC spoils material. Payment for loading and delivery of the spoil material to recycle locations will be considered as included in the unit price paid for the conform cuts and therefore no further compensation shall be paid.

The conform cuts shall be to the width as indicated on the plans. The final cut shall result in a uniform surface conforming to the cross-sections. The outside lines of the planed area shall be neat and uniform. The road surfacing to remain in place shall not be damaged in any way. Planed width of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines.

When planing, new asphalt surfacing shall be placed during the same working day that the planing is accomplished.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, becomes the property of the Contractor and the bulk of the material shall be immediately removed from the site of the work and disposed of. The removal crew shall follow within 50 feet of the planer, unless otherwise directed by the Engineer. Conform cuts will be measured per square foot.

The quantity to be paid for will be the actual linear foot and square foot of surface planed.

The Contract price paid per linear foot or square foot for planing asphalt concrete payment for asphalt concrete conform cuts shall include full compensation for conform cuts as shown on the plans, as specified herein, or as directed by the Engineer, including furnishing all labor, materials, tools, equipment, traffic control, and incidentals, and for doing all work involved in grinding, blading, loading and disposal of material removed, and no additional compensation shall be allowed.

Payment will be made under:

Conform Cut (2' wide, 0.17' deep)

-Linear Foot

39-4 SAW CUTS – Saw cuts will be made at locations indicated on the plans. A saw cut shall consist of a cut in AC and PCC pavements made in a manner that allows a neat even edge to a minimum depth of 4". The slurry produced by sawcutting must be vacuumed up and disposed of. The quantity to be paid for will be the actual linear feet of surface saw cut. Measurement and payment shall be for all labor, materials, equipment, and any other cost incurred by the work.

Payment for complying with this section shall be deemed included in the price paid for other items of work and no additional compensation will be allowed therefor.

STRUCTURES

SECTION 73 CONCRETE CURB, GUTTER AND SIDEWALKS

73-1 CONCRETE SURFACE IMPROVEMENT - Concrete surface improvements shall consist of concrete curbs, gutters, sidewalks, wheelchair ramps, driveways, and driveway conforms. These surface improvements shall conform to the Standard Details or as shown on the plans, and to Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications. The portland cement concrete to be used for all concrete driveways, driveway conforms and driveway curb and gutter shall be Class D concrete, and other concrete surface improvements shall be constructed of Class A concrete unless otherwise noted on the plans. All class D concrete shall meet a minimum compressive strength of 2500 psi in 2 days prior to traffic loading. PCC shall be as described in section 90 of the City of San Jose Standard Specifications.

Contractor shall provide recent history of compressive strength testing within the last 12 month of the proposed use for all concrete submittals.

73-2 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK CONFORM - Concrete curb, gutter, and sidewalks shall be placed as specified in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, these Special Provisions, and as shown in City of San Jose Standard Details and/or in the plans. PCC sidewalks shall have a trowelled, medium broom finish. Curb and gutter shall be constructed monolithic for this project.

Payment for stenciling property street address numbers on the face of the curb as shown on the plans shall be included in the contract unit price for "PCC Curb and Gutter (A2) (Include Base)" and no additional compensation will be made therefor.

PCC Sidewalk conforms shall be paid as bid item PCC sidewalk.

Payment shall include all necessary excavation, demolition, sawcutting, removal of existing materials and disposal, aggregate base, backfill at back of the new sidewalk, compaction, grading at back of the new sidewalk, grading at back of curb, disposal of surplus materials, materials, tools, labor, equipment, expansion joint materials, traffic control, and incidentals to complete the work according to the plans and specifications.

Payment will be made under:

PCC Curb and Gutter – Type A2

-Per Linear Foot

(Including Base)

PCC Sidewalk
(Including Base)

-Per Square Foot

73-3 GRAVEL OR DIRT CONFORM – Contractor is encouraged to investigate the site and become familiar with the existing facilities prior to bidding. All conforms at the back of PCC sidewalks and driveways shall be of “like” materials. This work is included to conform at the back of PCC sidewalks and driveways to private property where necessary and as directed by the Engineer.

Payment for conforms at the back of PCC sidewalks and driveways shall include full compensation for furnishing all labor, materials, tools, equipment, saw cutting, demolition, removal and disposal of existing materials, traffic control, and incidentals as specified in these Special Provisions and to the satisfaction of the Engineer.

Payment will be made under:

Gravel or Dirt Conform (Revocable)

-Per Square Foot

73-4 MODIFY PCC WHEELCHAIR RAMPS WITH DETECTABLE WARNING SURFACE- This work shall be performed as specified in Section 73, “Concrete Curbs and Sidewalks,” and Section 90, “Portland Cement Concrete,” of the Standard Specifications, these Special Provisions, the Standard Details and as shown on the plans.

Contractor is encouraged to investigate the site and become familiar with the existing facilities prior to bidding. Wheelchair ramps shall have a trowelled, medium broom finish. **Contractor shall modify existing wheelchair ramps as per detail on plans for placement of a detectable warning pad.**

Contractor shall remove mid panel of existing wheelchair ramp, reconstruct, and install detectable warning surface as shown on plan. Contractor shall use care to protect the rest of the wheelchair ramp while removing the mid panel of the wheelchair ramps. Any damage to the areas of existing wheelchair ramps not to be removed shall be replaced by the contractor at no cost to the City.

Detectable warning surface shall conform to page 83 & 84 “Curb Ramp Details” of the Caltrans Standard Plans, July 2002. Detectable warning surface shall be in black color.

Payment shall include all necessary excavation, demolition, sawcutting, removal of existing materials and disposal, aggregate base, backfill at back of the new sidewalk, compaction, grading at back of the new sidewalk, grading at back of curb, disposal of surplus materials, materials, tools, labor, equipment, expansion joint materials, traffic control, and incidentals to complete the work according to the plans and specifications.

Payment will be made under:

Modify Existing PCC Wheelchair Ramp - Per Each
with Detectable Warning Surface (Include Base) (Revocable)

73-5 CONCRETE DRIVEWAYS AND DRIVEWAY CONFORMS - This work shall be performed as specified in Section 73, "Concrete Curbs and Sidewalks," and Section 90, "Portland Cement Concrete," of the Standard Specifications, these Technical Specifications, the Standard Details and as shown on the plans.

Driveway shall conform to the grades of existing driveways. Contractor is encouraged to investigate the site and become familiar with the existing facilities prior to bidding. Driveway aprons shall have a trowelled, medium broom finish.

The location and size of the PCC driveway and walkway conform will be pre-marked by the Engineer in the field prior to the placement of construction forms. The Engineer prior to any pouring of concrete shall approve all construction forms.

Payment shall include all necessary excavation, demolition, sawcutting, removal of existing materials and disposal, aggregate base, backfill at back of the new sidewalk, compaction, grading at back of the new sidewalk, grading at back of curb, disposal of surplus materials, materials, tools, labor, equipment, expansion joint materials, traffic control, and incidentals to complete the work according to the plans and specifications.

Payment will be made under:

PCC Driveway and Driveway Conforms (Include Base) -Per Square Foot

RIGHT OF WAY AND TRAFFIC CONTROL FACILITIES

SECTION 81 MONUMENTS

81-1 SURVEY MONUMENT PRESERVATION – It is the responsibility of the Contractor to save and protect any existing survey monuments that are not identified for removal and replacement on the project plans. In the event that disturbance or destruction of a survey monument is imminent, regardless of whether removal and replacement is indicated on the plans, the Contractor shall contact the City Survey Section at 998-6000 at least seventy-two (72) hours in advance. The City Survey Section will then set reference points (RPs) to the survey monument such that it can be reset in its original position. If the specified notice is not given to the City Survey Section and/or the survey monument is disturbed or destroyed without reference points having been set, the City Survey Section will re-establish the original position of the survey monument and the associated land surveying costs will be at the Contractor's expense and will be deducted from the Contractor's pay letter.

SECTION 86.
SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

86-1.01 GENERAL - Electrical work shall conform to the provisions of Section 86, "Signal, Lighting and Electrical Systems," of the Standard Specifications and these Special Provisions. Lighting and Electrical work is to be performed for the Street Light System at the following location:

Cypress Avenue at Lindenoaks Drive Sidewalk Improvement Project

86-1.03 EQUIPMENT LIST AND DRAWINGS - Equipment list and drawings shall conform to the provisions of Section 86-1.03, "Equipment List and Drawings," of the Standard Specifications and these Special Provisions.

Upon completion of construction, the Contractor shall prepare and submit to the Engineer a set of Record Drawings. Record Drawings shall meet the requirements of Section 5-1.04A, "Record Drawings," of the Standard Specifications and these Special Provisions. They shall consist of clean blue-line Construction Drawings with the items listed below shown in red pencil or ink using City standard symbols and nomenclature. Where blue-line details on the Construction Plans accurately portray as-built conditions, no additional notes or symbols shall be required. Notes and symbols placed on the Plans by the Contractor shall be legible, accurate and complete.

Record Drawings shall accurately show the location, configuration and/or disposition of new and existing features as follows:

1. Pull Boxes.
2. Conduit Routes.
3. Street Lights.
4. Other facilities installed or modified by the Contractor.

The schedules and tables on Record Drawings shall also be corrected as required to indicate accurately and completely the following:

1. Sizes of conduits and whether existing previously or installed by the Contractor.
2. Circuit conductors, voltages and cables, AWG sizes and conduits where present.
3. Locations and types of lighting equipment and whether existing previously, salvaged, or installed by the Contractor.
4. Any clarifying notes or references.

Payment for Record Drawings shall be deemed included in other items of work and no additional compensation will be allowed.

86-1.05 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS - Maintaining existing and temporary electrical system shall conform to the provisions of Section 86-1.05, "Maintaining Existing and Temporary Electrical Systems," of the Standard Specifications.

Where facilities are to remain open to the public use, existing electrical systems (signal, lighting, or other systems), or approved temporary replacement thereof, shall be kept in effective operation for the benefit of the public during the progress of the work, except when a shutdown is permitted to allow for alterations or final removal of the systems. Traffic signal shutdowns shall be limited to periods during normal working hours, or as specified in these Special Provisions. Street lighting systems shutdown shall not interfere with the regular lighting schedule, unless otherwise permitted by the Engineer.

Payment for compliance with this section shall be deemed included in the various other items of work, and no additional compensation will be allowed.

86-2.03 FOUNDATIONS - Foundations shall conform to the provisions of Section 86-2.03, "Foundations," of the Standard Specifications, the Standard Details and these Special Provisions.

When a foundation is removed, the foundation, including anchor bolts, and conduits shall be removed in its entirety. The resulting hole shall be backfilled with Controlled Density Fill, CDF. CDF shall conform to Sections 1301-2.3 and 1301-4.2.7, "Controlled Density Fill," of the Standard Specifications and these Special Provisions.

CDF shall contain a non-calcium chemical accelerating admixture of at least 2% to decrease curing time. The slump of CDF mixture shall be 5-8 inches. CDF shall be allowed to cure for at least 24 hours prior to placing sidewalk over it as required.

The Contractor is responsible for protecting and supporting adjacent poles, foundations and utilities during installation, removal and backfill of foundations. Size and shape of existing foundation(s) are approximate. No additional payment shall be made for removal of oversize or unusual foundations.

Payment for backfill, removal and restoration of surface improvements, and installation and removal of foundations shall be deemed included in other items of work and no additional compensation will be allowed.

86-2.04 STANDARDS, STEEL PEDESTALS AND POSTS - Standards, steel pedestals and posts shall conform to Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, the Standard Details and these Special Provisions.

This item of work shall include storing all materials and for furnishing all materials, tools, labor, and equipment necessary for installation of the light standard, mast arm, conductors (internal to the light standard), fused splice connector, foundation, extended foundation cap, bonding and grounding including the grounding electrode, traffic control,

painting and required numbering. Standards, steel pedestals and posts shall be measured per each unit by type of standard (luminaire not included), installed in place, completed and accepted as satisfactory. Standards, steel pedestals and posts connected to existing services shall be deemed completed after functional testing.

Payment for compliance with this section shall be deemed included in the various other items of work and no additional compensation will be allowed.

86-2.05 CONDUIT - Conduit material, use, and installation shall conform to the provisions of Section 86-2.05, "Conduit," of the Standard Specifications, the Standard Plan Details and these Special Provisions.

Conduits to be installed underground shall be schedule 40 polyvinyl chloride conduit. Unless otherwise specified, the same type of conduit shall be used for the entire system. End bells shall be installed on all PVC conduit ends.

Conduit runs to be located in the street, under street pavement, may be installed by trenching or directional boring as provided below. Conduit runs to be located behind the curb, under the sidewalk or between the curb and sidewalk may be installed by directional boring method as provided below. Conduits can be installed by either jacking or drilling methods with the approval of the engineer. In lieu of jacking or boring, PVC conduit may be installed by the drill rod method in which a drill rod is first installed and the PVC is pulled into the cavity made by the drilling rod as the rod is removed.

Conduit runs to be located in landscape areas shall be routed so that the conduit is outside the canopy "dripline" of any trees

A No. 8 (min.) AWG standard equipment grounding conductor (bare) shall be installed in all new conduit runs and in all existing conduit runs in which work is to be performed, regardless of conduit material type, that remains a part of an existing traffic signal and/or lighting system. Exceptions to these requirements are; empty conduits, conduits containing only detector lead-in cable(s) and/or communication cable(s), provided that the conduit is terminated in pull box (es) that do not have metallic covers or components; or as exempted by the Engineer.

This item of work shall include furnishing all materials and for all preparation for the installation regardless of the method in which the conduit is installed (i.e. directional boring method, trenching, bore and jack, etc.), trenching, jacking and drilling assembly, installation of pull wires, backfill of trenches, traffic control, and removal and restoration of surface improvements.

The City reserves the right to make minor field changes in location up to 30 feet as directed by the Engineer prior to Contractor roughing-in or setting without any additional cost to the contract.

Payment for compliance with this section shall be deemed included in other items of work and no additional compensation will be allowed.

86-2.05C CONDUIT INSTALLATION INTO AN EXISTING ELECTROLIER FOUNDATION - This item of work is provided to install 1" schedule 40 PVC conduit into an existing electrolier foundation and shall conform to Section 86-2.03, "Foundations," and Section 86-2.05, "Conduit," of the Standard Specifications, Detail E2 of the "Special Wiring Details, Notes and Legend," sheet of the project plans.

This work shall include furnishing all materials, tools, labor, and equipment necessary for installing new conduit, chipping and restoration of existing foundation, excavation, backfilling, removal and restoration of surface improvements, bonding and grounding including ground wire from grounding lug at top of pole to ground rod, and all miscellaneous materials and work required for a complete and accepted installation.

Payment for this item of work shall be deemed included in other items of work and no additional compensation shall be made therefor.

86-2.06 PULL BOXES - Pull boxes shall conform to the provisions of Section 86-2.06, "Pull Boxes," of the Standard Specifications and the Standard Details.

This item of work shall include furnishing all materials and for all preparation, excavation, drain rock, grout, extensions, hangers, grounding electrodes, covers with hold down lugs, traffic control, tools, labor, and equipment necessary for a complete and accepted installation or replacement of a pull box.

Payment for this item of work required shall be deemed included in other items of work and no additional compensation will be allowed.

86-2.08 CONDUCTORS AND WIRING - Conductors shall conform to the provisions of Section 86-2.08, "Conductors," and Section 86-2.09, "Wiring," of the Standard Specifications and these Special Provisions.

Use of THW conductor with insulation thickness as specified by the 1999 N.E.C., Table 310-13, and U.L. Standard, adopted September 9, 1999 is acceptable for this project.

This item of work shall include furnishing all labor, materials, tools, and equipment necessary for installation of conductors including cable loosening agent, fuse splice connectors, fuses, connectors, splices and removal of existing conductors.

Payment for all work and materials required shall be deemed included in other items of work and no additional compensation will be allowed.

86-2.08E AERIAL POWER CABLES - Aerial power cables shall conform to the provisions of Section 86-2.08, "Conductors," of the Standard Specifications. The cable shall be so tensioned to maintain legal clearance over roadway and non-roadway areas.

The sag in no case shall be greater than eight percent (8%) nor less than five percent (5%) of the span length.

Payment shall be full compensation for furnishing all labor, tools, materials, and equipment necessary for installation of aerial power cables including overhead mounting hardware, tree trimming, grips, fused splice connectors, splices, fuses, overhead services, and all miscellaneous materials and work required for a complete and accepted installation.

Payment for this item of work shall be deemed included in other items of work and no additional compensation shall be made therefor.

86-2.08F AERIAL POWER CABLES (REVOCABLE BID ITEM) - The installation of aerial power cable due to unforeseen conditions, including but not limited to the replacement of existing damaged service drops to street lights or extension of street light circuits shown on the plan, shall be paid as a revocable item of work.

Aerial power cables shall conform to the provisions of Section 86-2.08, "Conductors," of the Standard Specifications. The cable shall be so tensioned to maintain legal clearance over roadway and non-roadway areas. The sag in no case shall be greater than eight percent (8%) nor less than five percent (5%) of the span length.

This revocable item of work shall be measured per horizontal linear foot, installed in place, completed and accepted as satisfactory. Payment shall be full compensation for furnishing all labor, tools, materials, and equipment necessary for installation of aerial power cables including overhead mounting hardware, tree trimming, grips, fused splice connectors, splices, fuses, overhead services and all miscellaneous materials and work required for a complete and accepted installation.

Aerial Power Cables (Revocable)

-

Per Each

86-2.09 CIRCUITRY - Conductors shall conform to the provisions of Section 86-2.09A, "Circuitry," of the Standard Specifications.

Payment for compliance with this section shall be deemed included in the various other items of work, and no additional compensation will be allowed.

86-2.09B FUSED SPLICE CONNECTOR - Fused spliced connectors shall conform to the provisions of Section 86-2.09F, "Fused Splice Connector," of the Standard Specifications.

When wiring is performed in existing poles, pull boxes, or other locations, the existing fused splice connector shall be removed and replaced by a new fused splice connector if

it is necessary to conform to the Standard Details and Details 1, 2, 3 and 4 of the "Details, Notes and Legend," sheet of the project plans.

Payment for compliance with this section shall be deemed included in the various other items of work, and no additional compensation will be allowed.

86-2.10 BONDING AND GROUNDING - Bonding and grounding shall conform to the provisions of Section 86-2.10, "Bonding and Grounding," of the Standard Specifications and the Standard Details. Detail E-42 of the Standard Details shall include bonding and grounding between grounding lug and ground rod.

Payment for compliance with this section shall be deemed included in the various other items of work, and no additional compensation will be allowed.

86-2.10A INSTALL GROUNDING LUG ON EXISTING ELECTROLIER -

Grounding lugs shall conform to the provisions of Section 86-2.10, "Bonding and Grounding," of the Standard Specifications, Details E1 and E2 of the "Special Wiring Details, Notes and Legend" sheet of the project plans and these Special Provisions.

The grounding lug shall be a stainless steel 1/2" diameter hex head coarse thread bolt with 2 nuts and 2 washers installed in a 1/2" diameter drilled and tapped hole opposite the pole hand hole and shall be visible from the hand hole unless otherwise noted in the plans. The grounding lug shall have a minimum of 1 1/2 threads and a maximum of 3 threads exposed above the top nut.

Payment for all work and materials required shall be deemed included in other items of work and no additional compensation shall be allowed therefor.

86-2.11 SERVICE - Electrical service installations shall conform to the provisions of Section 86-2.11, "Service," of the Standard Specifications, and the Standard Details.

Payment for compliance with this section shall be deemed included in the various other items of work, and no additional compensation will be allowed.

86-2.14 TESTING - Testing shall conform to the provisions of Section 86-2.14A, "Testing," of the Standard Specifications.

A shutdown of electrical systems resulting from damage caused by public traffic or from power interruption shall not constitute discontinuity of the functional test.

All conductors shall be individually proven to be discrete, free from ground and continuous. Upon completion, tests shall be made for possible damage at the discretion of the Engineer before acceptance. Cost of all tests shall be included in bid price and no additional compensation will be allowed.

The Contractor shall maintain all systems installed under this contract until final acceptance by the City. Fixtures that have been put in service under this contract and then fail to operate before final acceptance shall be repaired by the Contractor within two working days. If the Contractor fails to make repairs on time without just cause, the City may make repairs and deduct the cost of the repairs from payment due the Contractor. Before beginning work, the Contractor shall deliver a written warranty to the City guaranteeing to replace any luminaire or photocell which fails to operate satisfactorily within ninety days after acceptance.

Payment for compliance with this section shall be deemed included in the various other items of work, and no additional compensation will be allowed.

86-6 LIGHTING - Roadway lighting shall conform to the provisions of Section 86-6, "Lighting," of the Standard Specifications and Standard Details. Luminaires shall have a NEMA 15 amp twist lock photocell receptacle.

86-6.02 LOW PRESSURE SODIUM LUMINAIRES - Low pressure sodium luminaires shall be complete with lamps and conform to the provisions in Section 86-6, "Lighting," of the Standard Specifications and these Special Provisions. Luminaires shall contain an integrally mounted twist-lock receptacle with shorting cap or photocell and shall be provided with slipfitter suitable for mounting on a 2-inch mast arm and shall be designed for easy installation and leveling and shall be strong enough to withstand any impact on the pole standard which is great enough to knock the pole to the ground. Luminaires shall be UL listed and suitable for wet locations.

180 Watt low pressure sodium lamps shall have a minimum initial output of 33,000 lumens.

Low pressure sodium luminaires shall be measured per each unit and type of luminaire, installed in place, completed and accepted as satisfactory. Low pressure sodium luminaires connected to existing services shall be deemed completed after functional testing.

Payment for compliance with this section shall be deemed included in the various other items of work, and no additional compensation shall be made.

All salvaged equipment shall be delivered to the San Jose Central Stores Warehouse, 1608 Las Plumas Avenue. Contact the Department of Transportation at (408) 277-5515, 48 hours prior to delivery of salvaged equipment.

86-16 FINAL CLEANING UP - Final Cleaning Up shall conform to the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications and these Special Specifications.

Payment for compliance with this section shall be deemed included in other items of work, and no additional compensation will be allowed.

86-17 PAYMENT – Payment for Street Light System work shall be paid for at the contract lump sum price, unless otherwise noted. Such lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and installing the Street Light System as shown on the plans, as specified in the Specifications and these Special Provisions, and as directed by the Engineer, including the installation of mast arms, pole standards, luminaires, lamps, conduits laid in place or directionally bored as required, pull boxes; removal and installation of conductors, fuses, fused splice connectors, conductor loosening agent, circuitry, bonding and grounding, grounding lugs, services; installing aerial power cables; pole numbering; removing and salvaging poles, rewiring existing poles; excavating, backfilling; final clean up; record drawings, progress schedule; appurtenances damaged or destroyed during construction; salvaging existing materials; giving notice to residents/businesses; making all tests; maintaining existing street lighting system and providing and maintaining a temporary street lighting systems as good as the existing street lighting system and all other work necessary or required for satisfactory and legally operable installation.

See related pay items and sections for potholing; traffic control; driveway, curb and gutter and/or sidewalk restoration, and grade restoration;

Payment shall be made under:

Street Light System

-

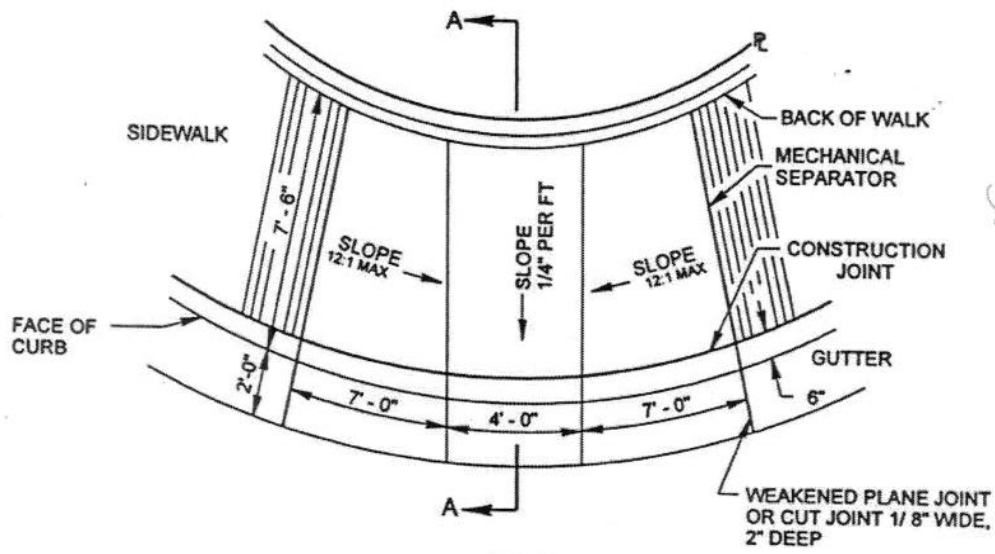
Lump Sum

86-18 ITEMS NOT MENTIONED - Payment for items not mentioned as part of the Street Light Systems, but included as part of this project are to be included by the Contractor in the appropriate item of work. For example, no separate payment shall be made for labor, equipment and materials required for removal of existing conductors where new conductors are installed in existing conduit.

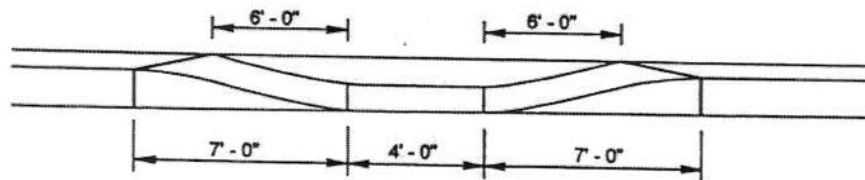
APPENDIX A

CONSTRUCTION DETAILS

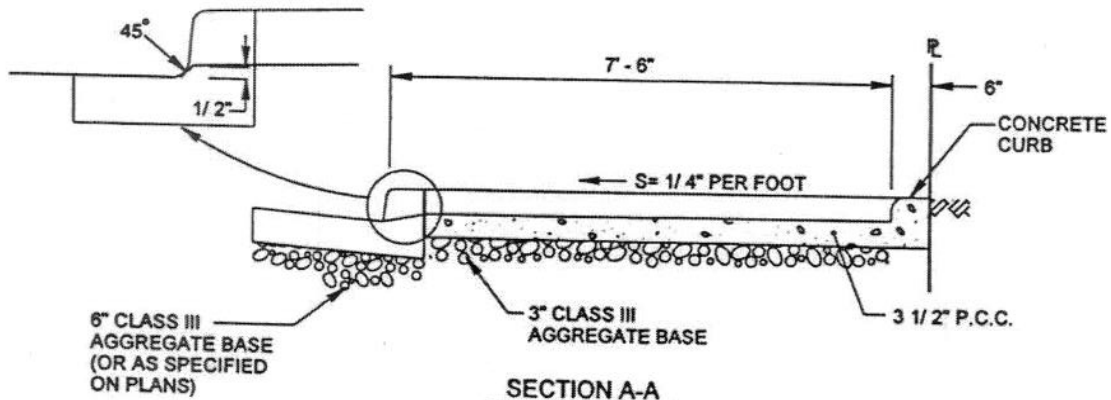
WHEELCHAIR RAMP DETAILS



PLAN



ELEVATION



NOTES:

1. GROOVING DETAIL PER CALTRANS STANDARD PLANS DETAIL N8-B.
2. ALL SLOPED SURFACES SHALL BE ROUGH BROOM FINISH FOR MARKED CONTRAST FROM SIDEWALK FINISH.

APPROVED BY

Cm

DATE

7/5/01

WHEELCHAIR RAMP
CENTER OF RETURN,
7' ATTACHED SIDEWALK

DEPARTMENT OF PUBLIC WORKS



DRAWING
NO.

R-10

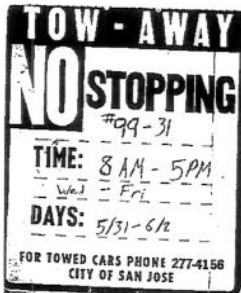
APPENDIX B

PERMITS

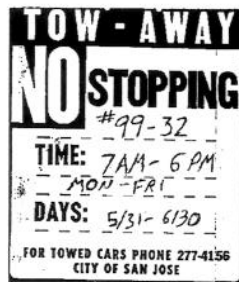
TOW-AWAY PERMIT CONDITIONS AND POSTING INSTRUCTIONS

The following conditions apply to all tow-away permits issued by The Department of Transportation. **It is the sole responsibility of the Permittee to meet the conditions described herein.** Failure to meet these tow-away permit conditions will render the tow-away permit invalid and result in parking control officers/police personnel not responding for a tow request:

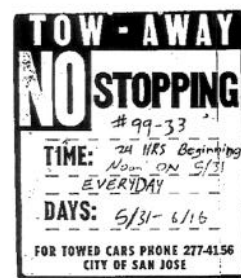
1. Permittee cannot alter the front side of the permit. Any alteration made will render the permit invalid.
2. **Permittee shall notify the City of San Jose's Parking Compliance Unit by calling (408) 277-5545 AND fax a copy of the log sheet to (408) 288-7322 IMMEDIATELY after the tow-away signs have been posted.** Failure to notify and/or fax the log sheet will render the tow-away permit invalid and result in parking control officers/police personnel not responding for a tow request:
3. Permittee must clearly print the PERMIT NUMBER, TIME, DATES, and DAYS and of actual work on EACH temporary tow-away sign prior to posting. Examples of completed temporary tow-away signs are shown below:



Three consecutive days



Weekdays Only - Extended period



Weekdays & Weekends - 24 -hour period

4. Permittee understands that any temporary tow-away signs displaying incomplete information and/or altered information is rendered invalid and unenforceable. Permittee further understands that posting any temporary tow-away signs, other than City-issued tow-away signs, is not allowed and renders the signs invalid. Permittee may not post reproduced tow-away signs and is responsible for maintaining posted signs.
5. **Permittee shall post City-issued temporary tow-away signs in their proper locations at least twenty-four (24) hours in advance, but not more than seventy-two (72) hours of when actual work will occur on a particular street.** Permittee must maintain the temporary tow-away signs at all times. Failure to do so will render the temporary tow-away signs invalid and the Permittee will be responsible for the payment of all the costs related to an illegal tow resulting from the Permittee's failure to post and maintain the temporary tow-away signs at all required times. The permit only authorizes Permittee to post and maintain temporary tow-away signs on the days, times, and exact locations identified on the face of the permit.
6. Permittee shall use packing tape or string to attach temporary tow-away signs to poles, survey stakes or meter pipes. Permittee may also mount tow-away signs on A-frame barricades. **Duct tape, wire or other material that may damage the poles, meters, or tree guards may NOT be used to mount temporary tow-away signs.**
7. Permittee must post one sign for each metered space. In non-metered areas, the Permittee must post a sign a minimum of every **50 feet** at a consistent height, unless poor visibility requires posting at shorter intervals. Permittee must also post a temporary tow-away sign at the beginning and at the end of the work area. All signs must be posted within 6 feet of the face of curb on the side of the street on which parking is to be restricted.

TOW AWAY PERMIT APPLICATION

8. Permittee must remove all tow-away signs and fastening materials from poles and meters upon completion of work on a particular street. Permittee shall pay for the repair of any damage caused to any public property to which the temporary tow-away sign was attached. Permittee shall pay the actual cost to the City of having to remove any signs the Permittee fails to remove.
9. Permittee must remove any posted tow-away signs if work on any particular street has been delayed or suspended for any reason and shall make good faith efforts to not unnecessarily restrict public parking.
10. In the event that the Department of Transportation approves the original permit for extension, Permittee shall post new temporary tow-away signs with the extended term in accordance with conditions 1-9 stated above.
11. Permittee shall be responsible for properly initiating all tows under the permit. A copy of the Tow Away Posting log sheet must be faxed to the Parking Compliance Office at (408) 288-7322.
12. Permittee may initiate a tow request by contacting the Parking Compliance Unit at (408) 277-5545 during the hours of 7:00am to 4:30pm Mon. through Fri. For all other times call the non-emergency number 311(City Communication Center). Permittee MAY NOT contact a towing company directly since a law enforcement officer must issue the tow request.
13. When initiating a tow request, the Permittee shall provide the law enforcement officer with a copy of the permit along with the completed original Documentation in Support of Tow-Away form and a record of the time, date, and location of when the signs were posted, as well as the name of the person posting the signs. Photocopies of signed declarations will not be accepted.
14. The Permittee will indemnify and hold harmless the City from all damages, losses or claims arising out of or resulting from a tow initiated by Permittee pursuant to his/her tow-away permit. Permittee must pay for all costs associated with invalid tows.
15. The Department of Transportation reserves the right to revoke tow-away permits or revise the approved days, hours or street locations on any Tow Away permit application at any time.
16. Unless specifically stated on the permit, this permit is not to reserve parking space(s) for personal use. Only construction related vehicle(s) that are continuously used are allowed in the tow-away zone.
17. A valid copy of the Tow-Away permit must be clearly visible on the dashboard of all vehicles parked within a tow-away zone. Absolutely no personal vehicles will be allowed to park within the tow-away zone. Any personal vehicles parked within the restricted area regardless of displaying a valid Tow-away permit will be subject to a citation.

I acknowledge that I have read and understand the above "Tow-Away Permit Conditions and Posting Instructions"

Permittee Name (signature): _____

Permittee Name (printed): _____

Permittee Phone Number: _____

Date: _____

*** Permittee must sign above prior to permit being issued**

TOW-AWAY PERMIT NO. _____
RECEIPT NO. _____

DEPARTMENT OF TRANSPORTATION

Section A: Tow Away Permit Applicant ("PERMITTEE")

Name: _____ Title: _____
Organization/Company: _____
Street Address: _____ City: _____ State: _____ Zip: _____
Daytime Phone: _____ Cell: _____ Pager: _____

*** (Note: The person posting the signs must include his/her name and contact information on the posting log)**

Section B: Work Activity Information

1. Describe the specific construction work activity(s) to be performed within the street right-of-way:

2. City-issued temporary tow-away signs will be posted at the following location(s):

Street 1: _____ between _____ and _____

Street 2: _____ between _____ and _____

☐ If work will be performed at multiple locations, check the box & attach a list of street locations.

Total Number of Parking Metered Spaces (if any): _____ Meter Number: _____

Meter Number (cont.): _____

3. The effective days, dates, and times to be shown on the face of tow-away signs are:

Effective Days: ☐ Mon. ☐ Tues. ☐ Wed. ☐ Thurs. ☐ Fri. ☐ Sat. ☐ Sun.

Effective Date(s): From: _____ To: _____

Effective Hour(s): From: _____ To: _____

4. City Job No. and City Inspector Name/No. : _____

Section C: Tow Away Permit Fee (\$25 permit fee, \$.50/sign plus tax, \$5/day lost meter revenue if applicable)

Total Fees = \$25 permit Fee + (_____ No. of signs + _____ (8¼% tax)) + (_____ No. Of Meters X \$5/Day X _____ No. Of Days)

Total amount due: \$ _____

Section D: Permittee's Statement of Understanding

I have read, understand, and agree to follow the attached instruction sheet entitled "TOW AWAY PERMIT CONDITIONS AND POSTING INSTRUCTIONS". This Tow-Away permit is issued with the understanding that a fee covering lost revenue on metered spaces will be charged if meters are affected by the tow away zone. Additional fees for the removal and replacement of meter heads and poles may also be charged under separate cover if applicable. **A copy of this permit must be displayed on all work vehicles parked within the tow-away zone.**

Applicant's Signature: _____ Date: _____

Section E: Department of Transportation Authorization

The City's Department of Transportation hereby grants permission to the applicant to post temporary Tow-Away/No Stopping signs for the dates, times, and locations indicated above in accordance with the "TOW AWAY PERMIT CONDITIONS AND POSTING INSTRUCTIONS".

By: _____
On behalf of James Helmer, Director,
Department of Transportation

Date: _____



**TOW-AWAY PERMIT
POSTING LOG WORKSHEET**
(for Permittee use only)

DEPARTMENT OF TRANSPORTATION

PERMIT NO. _____

- The below table is intended to be used by the Permittee to log the time, date, and locations of when the signs are posted, as well as the name of the person posting the signs, as required by Item 13 in the Tow-Away Permit Conditions and Posting Instructions. When initiating a tow request, the Permittee shall provide this information to the law enforcement officer with a copy of the permit along with the completed original Declaration in Support of Tow-Away form.
- **Notify the City of San Jose's Parking Compliance Unit by calling (408) 277-5545 AND fax a copy of the log sheet to (408) 288-7322 IMMEDIATELY after the tow-away signs have been posted (see item 2 in the Tow-away condition).**

Street	Cross Street 1	Cross Street 2	Posted by (name and phone number)	Date & Time of Posting	Dates and Times of Restrictions



TOW-AWAY PERMIT FEE CALCULATION WORKSHEET

(for office use only)

DEPARTMENT OF TRANSPORTATION

PERMIT NO. _____

I. TOW AWAY PERMIT FEES

Description	Quantity	Unit Cost	# of Days	Sales Tax	Sub-Total
Permit Application - Processing Fee		\$25.00/each			
Tow-Away Sign - Material Fee		\$.50/each		(8.25%)	
Parking Meter - Lost Revenue Fee		\$5.00/per day			
TOTAL COST:					

- A \$25.00 administrative processing fee is assessed for each permit application issued. One permit application is required per job contract, which can include multiple streets, as long as the same work activity is performed on these streets under a single contract.
- A \$.50 (plus tax) material fee is assessed for each Tow-Away sign issued.
- A \$5.00/day fee is assessed for each parking meter that is affected by tow away sign posting. This fee covers lost revenue to the City while meters are temporarily out of service. If a meter is occupied for more than 2 months, then lost meter revenue is charged at a flat rate of \$50/month. Finance can bill the customer for lost meter revenue or the customer can pay DOT directly.
- No fee is assessed for extending the dates on an existing permit. However, if work is being done on new street locations not originally included on the permit or new work activities are occurring, then a new permit must be processed and all fees assessed.

II. PARKING METER FEE INFORMATION

- Customer is responsible for providing meter I.D. numbers for all meters that need to be removed and replaced.
- In addition to all other fees, a \$25.00 fee is assessed for each meter head that needs to be removed. Meter heads may need to be removed from the pole if the work involves oversized equipment that may damage the meter.
- In addition to all other fees a \$75.00 fee is assessed for each meter pole (pole + meter head) that needs to be removed. Meter poles may need to be removed if the work involves oversized equipment that may damage the meter pole.
- Customer is responsible for contacting the, Parking Division at (408) 535-3850 to schedule parking meter removal/replacement. Customer will be billed under separate cover by Parking Division staff.
- Customer may rent a meter hood at \$5.00/day per meter hood. A meter hood is a bag that a customer can place over a meter to exempt him/her from having to pay the meter, but this does not reserve a metered parking space. There is a \$50.00 deposit for each meter hood rented. This is a convenience service available to contractors working on job sites located within metered zones. Customer may rent a meter hood from Parking Division at (408) 535-3850. Customer will be billed under separate cover by Parking Division staff.

HYDRANT WATER EXEMPTION APPLICATION

Compliance Review

Muni SJ Water Great Oaks

TELEPHONE _____ FAX _____

Comments

SIGNATURE of APPLICANT _____ Date _____

Check # _____ Receipt # _____

If the City Council declares a thirty percent (30%) water shortage, This Director approved "Exception" and hydrant water usage will be void and re-application will be required.

